
Dole Fresh Fruit Driver Reference Manual

December 2013

INTRODUCTION AND PURPOSE

OVERVIEW

This manual is provided to assist truckers in connection with the interchange of Dole equipment and the transport of Dole products for Dole or its customers and cargo to and from Dole's domestic import terminals to and from destinations throughout the continental United States and portions of Canada.

Most procedures outlined in this manual are common to all Dole terminals however some variances do exist. When assistance is required, be sure to consult the section that applies to the terminal from which your load was dispatched.

Courtesy and Safety

Safety is a paramount issue with Dole. All personnel must follow the rules and regulations established by Dole terminals and applicable legal authorities.

Upon taking custody of Dole equipment, drivers are asked to exhibit the utmost courtesy while operating their vehicles and while dealing with people along the way. Drivers are also required to operate their vehicles and equipment in strict compliance with all applicable federal, state and local laws. It is mandatory that all safety precautions and traffic regulations be followed while moving Dole equipment.

About this Manual

This manual contains important information concerning:

- SAFETY WARNINGS AND DRIVER INFORMATION BULLETINS
- CONTAINER LEASE AGREEMENTS
- CARRIER RESPONSIBILITIES
- OPERATION AND MAINTENANCE OF DOLE CONTAINER EQUIPMENT
- TERMINAL PROCEDURES FOR INBOUND AND OUTBOUND INTERCHANGE ACTIVITIES
- OFF-TERMINAL BREAKDOWN AND ACCIDENT PROCEDURES
- DOLE'S TIRE REPLACEMENT POLICY AND PROCEDURES
- SERVICE AND REPAIR FACILITY LOCATIONS

Please take the time to become familiar with the information contained in this manual; distribute it to any of your agents, servants, employees or drivers who may enter a Dole terminal or handle Dole equipment; and keep it handy for reference when a situation occurs that requires knowledge of Dole's policies and procedures.

You and your agents, servants, employees and drivers, including independent contractors, must strictly follow all safety procedures contained in the Dole Driver's Reference Manual, applicable to any Dole terminal or communicated by Dole while on Dole premises. You are solely responsible to convey all safety procedures and to provide the Dole Driver's Reference Manual and any related materials to your agents, servants, employees and drivers.

If you have any questions or comments concerning this information, please direct them to your dispatcher or to Dole Maintenance and Repair personnel.

Container Interchange Agreement

The *Container Interchange Agreement* is a contract between each carrier and Dole Fresh Fruit Company. This contract agreement outlines the Carriers' responsibilities and requirements for the use of Dole equipment and provides the basis for procedures set forth in this manual. Each motor carrier who enters into the *Container Interchange Agreement* should be familiar with all provisions of the agreement as it is legally binding on all parties. The parties to the *Container Interchange Agreement* are independent contractors. They are not agents, servants, employees, or joint venturers.

Although you may chose not to advise your drivers of all the stipulations of the contract, you should advise them of the basic terms of the agreement: particularly the provisions concerning **DELIVERY, RETURN AND INSPECTION OF EQUIPMENT** and the importance of the Equipment Interchange Report (EIR) which is the document used for transferring equipment at Dole terminals. This section deals with requirements for receiving and returning container equipment and states in part:

“THE PARTIES SHALL JOINTLY INSPECT THE UNIT, AND SUCH JOINT INSPECTIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE PROVISIONS OF THE EQUIPMENT INTERCHANGE REPORT”.

“FOR THE PURPOSES OF DETERMINING WHETHER CARRIER BEARS THE RESPONSIBILITY UNDER THIS AGREEMENT FOR REMEDYING ANY DAMAGE, DEFECT OR CONDITION EXISTING IN THE UNIT AFTER ITS RETURN, THE PARTIES SHALL BE BOUND BY THE INFORMATION CONTAINED IN THE EQUIPMENT INTERCHANGE REPORT”.

In complying with this requirement, it is extremely important that your drivers conscientiously inspect the equipment and monitor the inspection of equipment by any checker at a Dole terminal and be aware of the content of the Equipment Interchange Report

(EIR) which they are required to sign upon delivery or receipt of Dole equipment. This topic is further detailed in section 1 of this manual.

Accident and Emergency Repair Procedures

In case of breakdowns, accident and other emergencies, contact the Dole terminal from which your load and container equipment was dispatched. For complete information concerning breakdown and emergency repairs, refer to section 5 of this manual.

SECTION 1

EQUIPMENT INTERCHANGE PROCEDURES AND SAFETY REQUIREMENTS

This section deals with general procedures common to all of Dole's US terminals. It highlights equipment receiving procedures, use of the Equipment Interchange Report, driver responsibilities and safety precautions. Specific procedures for each individual Dole terminal are outlined in section 2 of this manual.

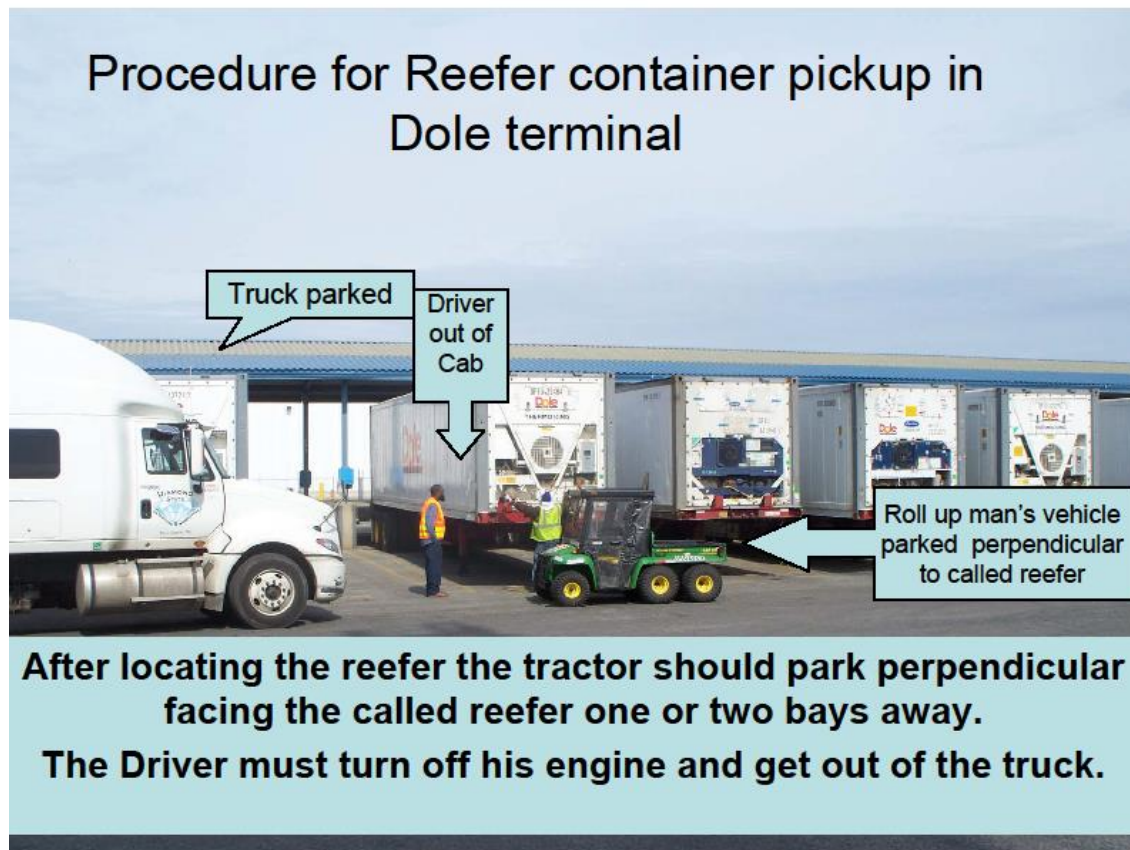
1.1 Facilities Requirements

- Drivers must wear a safety vest while in the terminal
- Drivers need to obey the posted speed limits
- Drivers need to adhere to posted traffic signs
- Drivers need to yield to pedestrians
- Smoking only allowed in designated areas
- Drivers must follow the directions of the terminal personnel
- Cell phone use is prohibited while the truck is moving

1.2 Equipment Receiving Procedures

Upon being assigned a loaded container at one of Dole's terminals, drivers will be given its location within the container yard. Procedures for hooking up to your assigned load vary among Dole terminals and are further outlined in section 2. In all cases, the driver must park his truck perpendicular to the container with the driver's side closest to the container and be outside of his or her cab while the yard attendant is making your container ready for transport, as shown in the following illustration.

1.3 Illustrated Hook-up Procedures



1.4 Outbound Equipment Interchange Report (EIR)

The *Container Interchange Agreement* requires a joint inspection of the equipment by the driver and the T.I.R. clerk prior to the driver accepting custody of the equipment. Any damages or discrepancies detected during the joint inspection of the equipment will be noted on the EIR. If a container is returned without a joint inspection, and an EIR has not been jointly signed upon return of the unit, any damage to the equipment will be presumed to have occurred while in the custody of the driver.

The EIR is the legal basis for charging the carrier for any damages sustained to the equipment while in the custody of the driver. Accordingly, it is extremely important that close attention be given to this inspection, making certain that all damages and discrepancies are properly noted thereon. In the event an equipment repair or adjustment is indicated, you should request assistance from the M&R supervisor to correct the problem.

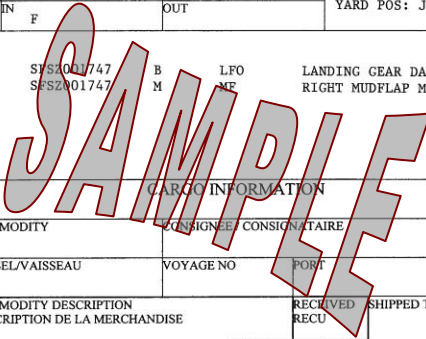
DOLE FRESH FRUIT CO EIR RECEIPT					
PORT: Gulfport, MS.					
DATE	TRANSACTION NO		EIR NO		
10/27/03 09:22	0080		GPT33000080		
EIR INFORMATION					
CONTAINER	CHASSIS	GENSET	LICENSE NO	STATE	
TSGU1023477	SFSZ001747	SFS 030593	1	MS	
TRACTOR LICENSE NO	SEAL NO	CARRIER	ROI		
1					
HUBOMETER MILEAGE	IN	OUT	WEIGHT		
	125210				
GENSET HOURS	IN	OUT	GENERAL REMARKS		
	1711				
FUEL LEVEL	IN	OUT	YARD POS: J		
	F				
INSPECTION REMARKS					
<div style="text-align: center;">  </div>					
SFSZ001747 B LFO LANDING GEAR DAMAGE SFSZ001747 M ME RIGHT MUDFLAP MISSING					
CARGO INFORMATION					
P.O. NUMBER	COMMODITY	CONSIGNEE / CONSIGNATAIRE		B/L NO	
DESTINATION	VESSEL/VAISSEAU	VOYAGE NO	PORT		
VARIETY-CLASS	COMMODITY DESCRIPTION	RECEIVED	SHIPPED TO		
VARIETY-CLASSE	DESCRIPTION DE LA MARCHANDISE	RECU			
REMARKS					
I hereby certify that on the date stated, I, the T.I.R. Checker/Trucker, inspected the equipment described above and that this is a true and correct report of the results of such inspection and that possession of such equipment was taken on behalf of the carrier or above named steamship line at the place and date indicated.					
T.I.R. Man Signature			Trucker's Signature / Chauffeur's Signature		
This interchange is made subject to the terms and conditions of the currently effective trailer interchange contractual provisions between above steamship line and the mentioned carrier					

Exhibit 1.4.1 Equipment Interchange Report (EIR)

1.5 Driver Responsibilities

1.5.1 Daily Equipment Checks

Operator maintenance consists of DAILY EQUIPMENT CHECKS to be performed by the driver. These daily checks include:

Check engine oil. Add only multi-grade SAE 15W-40 oil.

Check radiator coolant level. Add only a 50/50 solution of water and permanent antifreeze.

Check fuel level. Insure fuel supply is clean and fuel additive is used to prevent fuel Gelling or blended fuel is used during extreme cold weather. Do not allow your unit to run out of fuel.

Monitor the container temperature a minimum of every four hours.

In the event of an equipment failure, take action to ensure repairs are made as soon as possible following procedures outlined in section 5.

Insure the diesel fuel tank is returned to the Dole terminal at the same level that it left the terminal. Units returned which have fuel levels less than the dispatch level may be refused entry to the terminal and the driver may be sent out to fuel the unit.

NOTE: Operator maintenance and troubleshooting are discussed in more detail in sections 4 and 5 of this manual.

1.5.2 Limitations on Backhaul Cargo

Carriers are authorized to backhaul cargo after delivery of the fruit load is complete. Restrictions on return cargo include any product defined as dangerous, noxious or hazardous. Also, any cargo that would obviously damage the interior of the container, and products that are competitive to Dole products are prohibited from transport in any unit marked with a Dole logo. The container lease agreement also stipulates that the carrier is prohibited from reloading the unit at any port area without prior written consent from Dole Fresh Fruit.

1.6 Safety Precautions

1.6.1 Compliance with laws and regulations

Drivers must operate all vehicles and equipment in strict compliance with applicable federal, state and local laws and regulations. This includes, but is not limited to: traffic laws, weight restrictions. OSHA regulations, FMCSA regulations and any authorized directives provided by proper authority. FMCSA regulations regarding Driver Vehicle Examination Reports (DVER) requires the driver/carrier to submit all DVERs for Dole's equipment to the terminal M&R manager within 48 hours.

1.6.2 Security of Container Equipment

Drivers are responsible for the security of Dole equipment in their custody. Do not leave an unattended container in an unsecured location where components may be stolen or vandalism may occur. You will be held responsible for all losses.

1.6.3 Ground Surface Stability

If it becomes necessary to unhook from a loaded container, insure the landing gear is resting on solid footing to prevent the container from sinking and possibly overturning.

1.6.4 Safety around Machinery

Apply common sense safety practices when performing operator maintenance checks. Keep hands away from moving parts and always disconnect power to the reefer unit before opening the condenser fan grille of your unit as it is equipped with time delays that control component starting.

1.6.5 Repairs to Equipment

Repairs to equipment must be performed by qualified personnel only. Reefer units operate on a 460 volt power source which is capable of causing injury or death if improperly handled. Refer to section 5.4 for list of service centers authorized to perform repairs to Dole container equipment.



Use extreme caution when working with refrigeration and generator equipment. Improper handling can cause injury or electrocution.

SECTION 2

DOLE FRESH FRUIT TERMINAL FACILITY PROCEDURES

2.1 Dole Terminal Locations

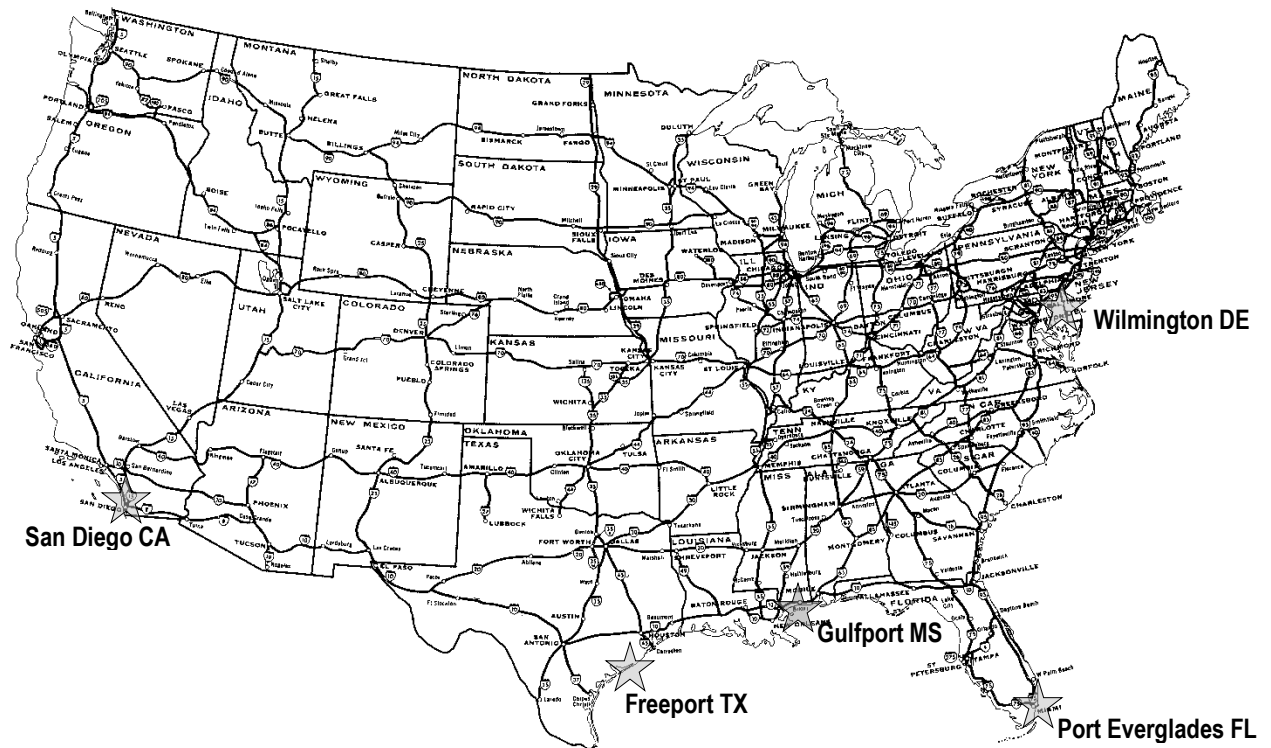
Dole operates five shipping and receiving terminals in the continental USA. These terminals, from east to west, include:

Eastern:	Wilmington, Delaware
South Eastern:	Port Everglades, Florida
South Central:	Gulfport, Mississippi
South Western:	Freeport, Texas
Western:	San Diego, California

Driver interchange and yard operation procedures vary between these five terminals. These procedures are outlined in detail in sub-sections 2.3 through 2.7.

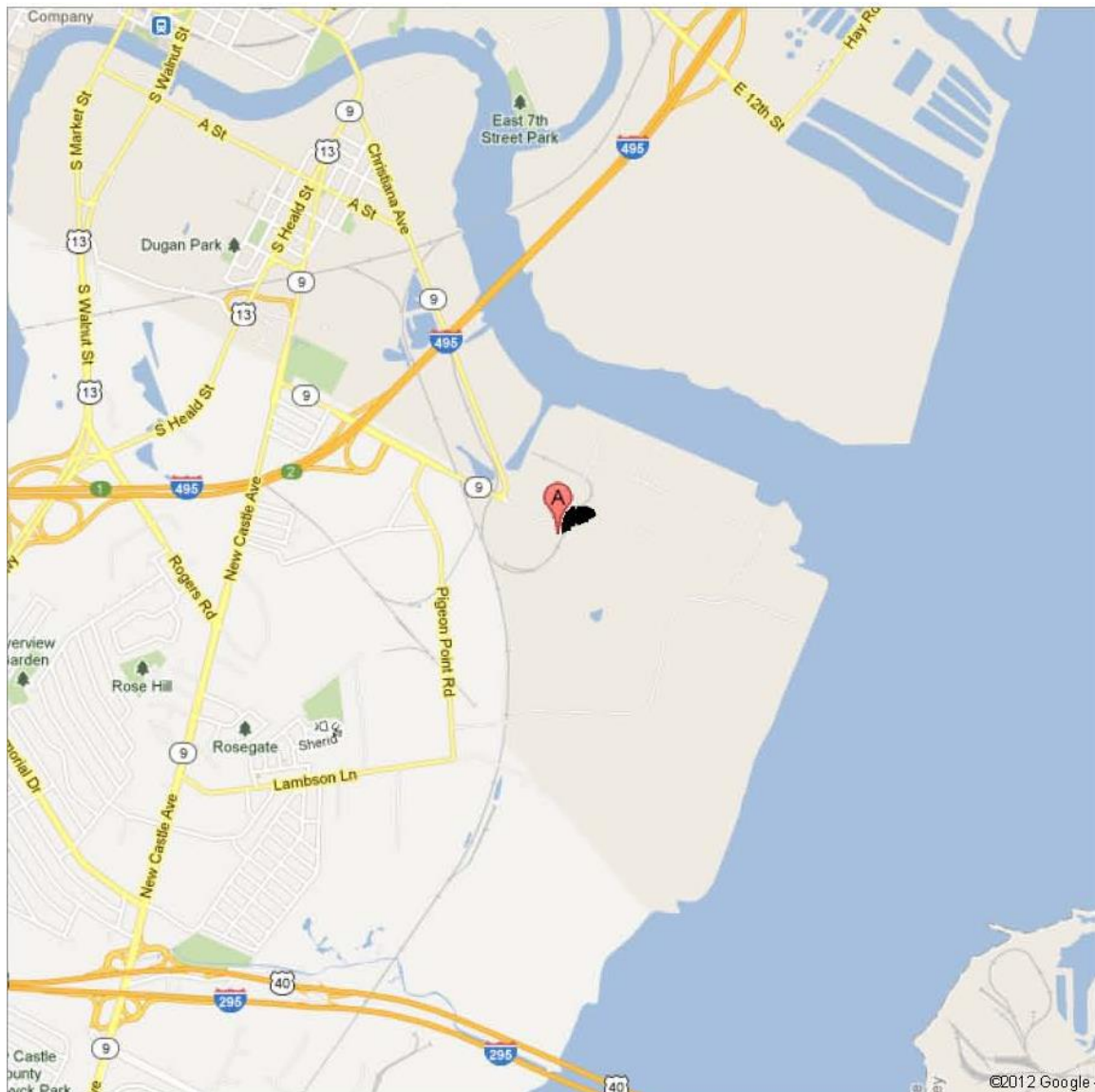
2.2 Dole Fresh Fruit Product Distribution Map

This map shows all five Dole terminal locations and major interstate highways traveled by carriers in the delivery of Dole products.



2.3 Wilmington, Delaware Terminal Procedures

2.3.1 Exhibit – Reference Map





2.3.3 Wilmington, Delaware Terminal Information

Mailing Address:

Dole Fresh Fruit, PO Box 725, New Castle, DE 19720

Physical Terminal Address:

Dole Fresh Fruit, 70 Gist Rd, Port of Wilmington, Wilmington, DE 19801

Terminal Telephone Numbers:

Main Number..... (302) 652-6060

Maintenance..... (302) 652-6354

Dole Personnel:

Sean Clancy Terminal Manager

Gerard (Pooch) Igo..... M&R Manager

Brad Patterson..... Operations Manager

Jean Shiffer..... Gate Supervisor

Juan Soto..... Warehouse Manager

2.3.4 Directions

If using a GPS device, please use 1 Hausel Rd, Wilmington, DE

From North

Take I-95 South to I-495 South (just south of the Pa./De. state line). Continue on I-495 south to exit #2 (Terminal Ave/Port of Wilmington) off of I-495. At the bottom of the ramp turn left (Terminal Ave.). Continue straight on Terminal Ave. The Road will dead-end at the Port of Wilmington's main gate.

From South

Take I- 95 North to I-495 North (right lanes). Continue to exit #2 (Terminal Ave/Port of Wilmington) off of I-495. At the bottom of the ramp turn right (Terminal Ave.). Continue straight on Terminal Ave. The Road will dead-end at the Port of Wilmington's main gate.

Warehouse H is located on the north side of Gist Road, inside the port. The warehouse cannot be accessed from the container yard.

2.3.5 Security

1. The Wilmington Container Terminal typically operates at Marsec Level 1

2. All drivers entering the Port of Wilmington MUST have either a TWIC card or a Port of Wilmington designated TWIC escort. The escort services are not provided by Dole or the Port of Wilmington, but can be contracted through the Port's designated security company

2.3.6 Safety

The Wilmington Container Terminal is a non-smoking facility. Smoking is allowed in designated areas only.

All personnel and visitors (including drivers) inside the facility must wear a safety vest or safety jacket.

2.3.8 Dole Hours and Trucker Instructions

The Wilmington Container Terminal is open 0800-1700 Monday thru Friday.

The dispatch cutoff at the container gate is 1600 although empties and cargo may be returned until 1630. The bobtail cutoff for entering the yard is 1630.

All containers being returned with cargo must be sealed with a high security seal and the driver must submit a scale ticket.

All empty containers must be returned uncontaminated, clean and free of dunnage and debris.

All gensets must be returned full of fuel.

2.3.8 Gate Entry Procedures

1. The Equipment Interchange Gate is located at the entrance to the Wilmington Terminal. The control and transfer of all inbound / outbound container equipment and cargo is processed at this facility. Containers received from this facility must be returned to the same location.
2. Each of the five inbound lanes is equipped with an Automatic Dispatch Machine. If you have any problems using the Automatic Dispatch Machine, please call the Dole dispatcher with the phone provided.

2.3.9.1 Inbound

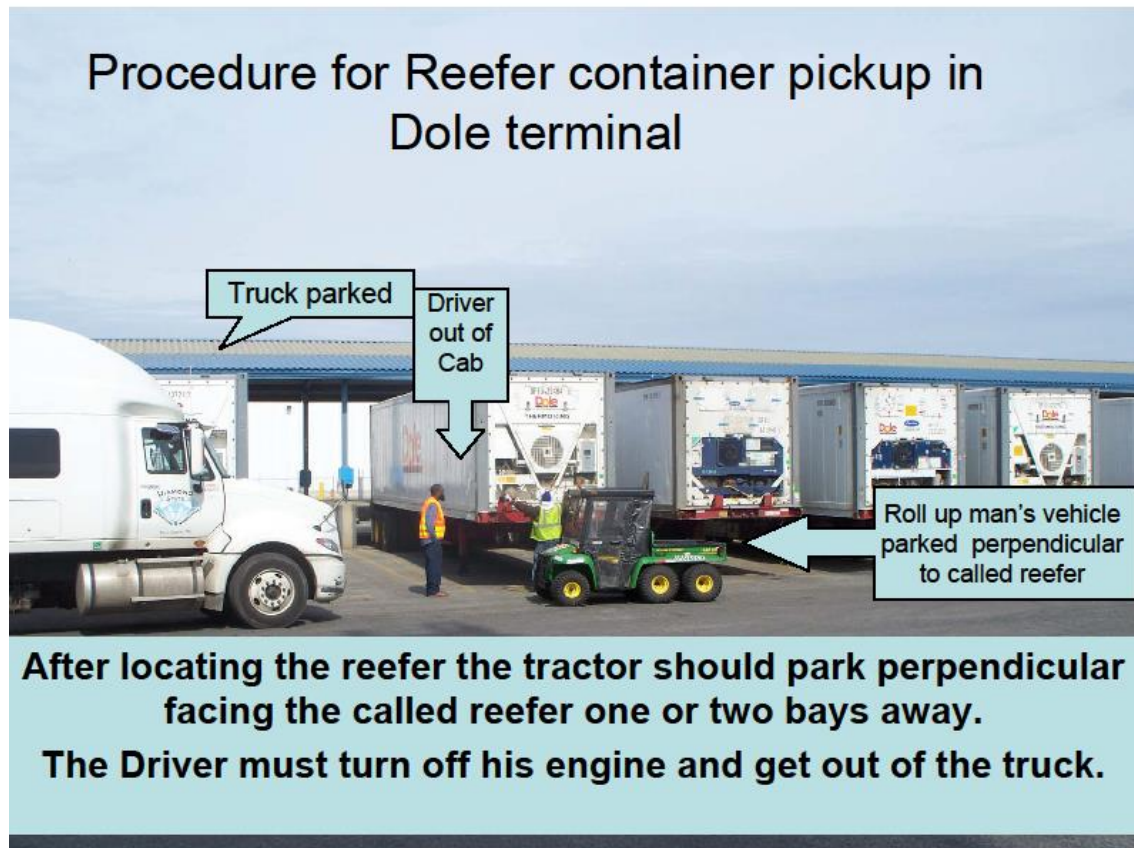
1. Turn in all documents on the inbound cargo load (B/L numbers, dock receipts, weigh tickets, etc).
2. Gate Deadline for entry to drop off empties is 4:30 PM.
3. Fuel tank must be topped off prior to returning unit to Dole.
4. Inbound containers must be returned clean and clear of debris.
5. Insure Dole maintenance personnel are informed of any mechanical problems encountered with equipment while in your custody.

2.3.9.2 Outbound

1. Carrier must have an order number for fruit pick-up or a booking number for cargo pick-up.
2. Double check the order number, container number and customer information.
3. The deadline to enter the yard to pick up container is 4:30 p.m.

2.3.10 Yard Operations

1. Drivers unable to locate their assigned container must notify the gate manager.
2. Carriers having mechanical problems with equipment must proceed to the Maintenance & Repair lane and notify either a mechanic or the tire repair company of the problem. All repairs must be completed before carrier proceeds to the outbound gate.
3. **Trucker unplug instructions.**

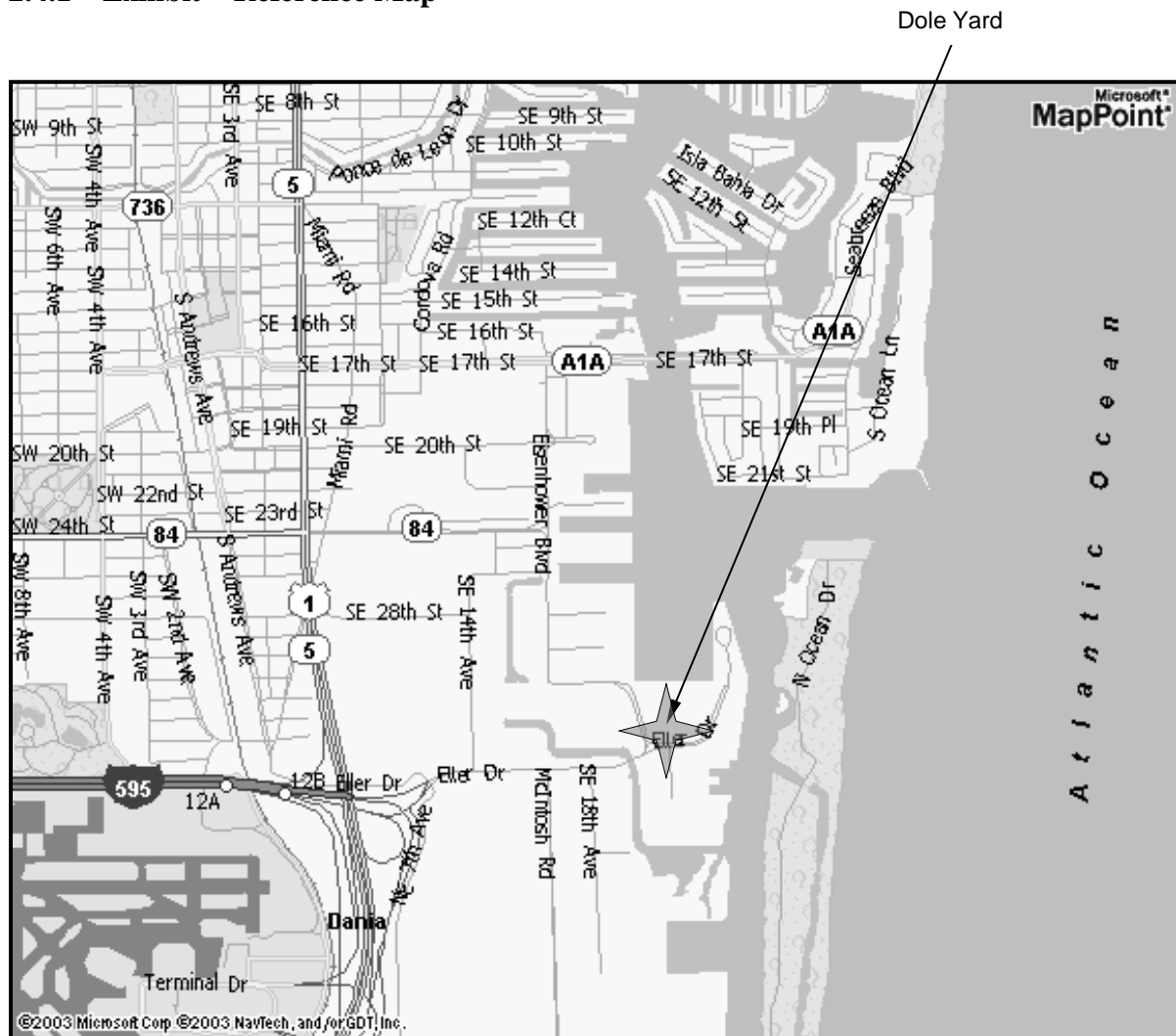


2.3.11 Warehouse H

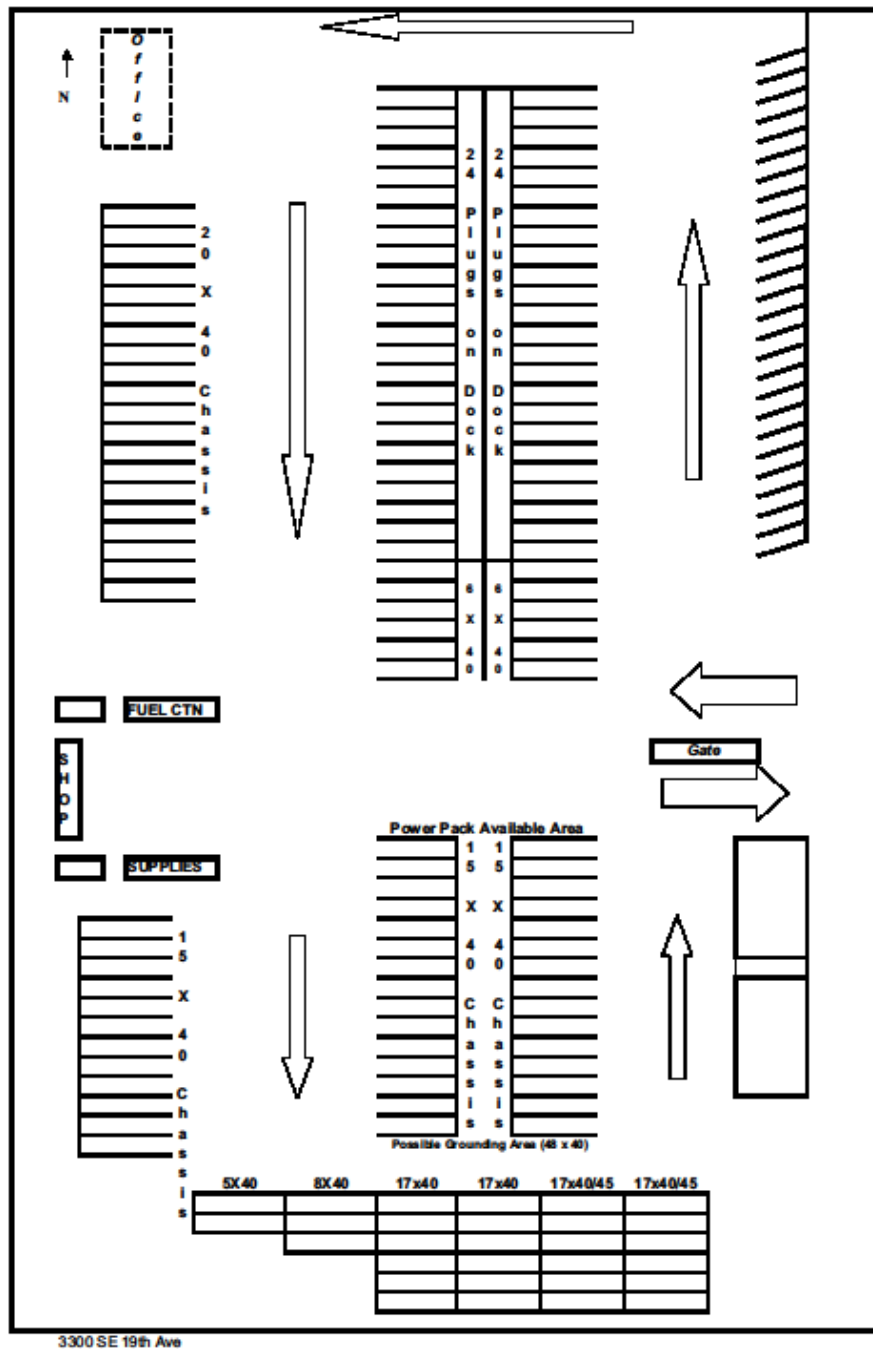
The dispatch cutoff at Warehouse H is 1600. No appointment is necessary, carriers are serviced on a first come, first served basis.

2.4 Port Everglades, Florida Terminal Procedures

2.4.1 Exhibit – Reference Map



2.4.2 Exhibit – Yard Layout



2.4.3 Directions

Dole's Port Everglades Terminal can be reached by taking Route 595 eastbound to the last exit at Port Everglades which is Eller Drive. Continue on Eller Drive to the intersection of

Eller Drive and SE 19th Avenue. The Dole facility is located on the northeast corner of Eller Drive and SE 19th Avenue.

2.4.4 Terminal Information

Mailing Address:

Dole Fresh Fruit Co., PO Box 350651, Port Everglades, FL 33335

Physical Address:

Dole Fresh Fruit Co., 3300 SE 19th Ave, Port Everglades, FL 33316

Gate Hours Of Operation:

Week Days 8:00 AM to 5:00 PM

Terminal Telephone Number: (954) 522-3573

Dole Personnel:

Philip Quon..... Terminal Manager

David Perez..... Terminal Superintendent

Central Division Traffic Manager:

Kelby Cuevas (228) 867-2934

NOTE: All off-terminal breakdowns and accidents must be reported to David Perez at (954)-522-3573.

2.4.5 Gate Entry

Upon entering the main gate of the Dole Port Everglades terminal, drivers will encounter a **STOP** sign. At this point drivers are required to park their truck, set the parking brake and proceed to the TIR trailer where they will check in at the service window.

NOTE: It is the driver's responsibility to return the container uncontaminated, clean and free of dunnage and debris. The diesel generator tank must be returned at the same fuel level as when it was taken out. If the fuel tank went out with half a tank and then it must be returned with half a tank. Returning units that do not have the required fuel level and/or do not meet cleanliness standards may be denied entry to the terminal. When returning dry loads and empties, the driver is also responsible for disconnecting the reefer power cord from the front of the chassis and properly stowing it in the space provided.

2.4.6 Inbound Containers

1. Carrier must notify gate personnel as to whether the container is loaded or empty.
2. Carrier must have a "Booking Number" or "PO Number" to turn in a loaded container.
3. All drivers delivering inbound cargo to the terminal must surrender all cargo documents to the dispatch office: B/L numbers, dock receipts, weight tickets, HazMat docs etc.

4. Carrier must notify the Terminal Superintendent of any problems with Equipment Interchange Reports (EIR) that they cannot resolve with gate personnel.
- 5. Deadline for picking up cargo and dropping off empties on normal working days is 4:30 PM.**
6. Carriers picking up empties must have prior authorization from the cargo department or Dole management.

2.4.7 Container Drop Off and Pick Up Procedures

The following procedures are to be followed during the interchange of inbound/outbound container equipment and cargo loads at the Port Everglades terminal:

1. Upon completion of documentation processing, a joint equipment inspection will be conducted by the TIR clerk and the driver. An inbound Equipment Interchange Report (EIR) will be completed which will document any equipment discrepancies (refer to section 1, paragraph 1.3).

Insure that Dole maintenance personnel are informed of any mechanical problems encountered while the equipment was in your custody.

2. The clerk will advise the driver as to the number of his or her pick up load and where to drop off their inbound container. Equipment requiring repairs or maintenance will be directed to the equipment repair shop area. All other equipment will be directed to a designated parking area.
3. The driver will then proceed to his or her designated load. The following safety precautions will be adhered to when hooking up to a running reefer load:
 - a) The driver will park his or her tractor perpendicular to the container with the driver's side closest to the container leaving a minimum space of 2 bays between the tractor and the loaded container. He will then set the parking brake and exit the cab.
 - b) The driver will remain outside the cab until the yard attendant has completed his procedures including: receiving the gate pass from the driver, confirming the load, disconnecting the unit from shore power, stowing the power cord, connecting the power source to the reefer unit, starting the genset and energizing the reefer unit. When the yard attendant has completed his procedures, he will return gate pass to the driver and signal the driver that it is safe to return to the tractor cab and connect to the chassis, following proper connecting procedures.
4. The driver will then proceed to the outbound gate and stop at gate area.
5. The driver and the TIR clerk will conduct a joint equipment inspection at this time. The driver must ensure that all damage and equipment discrepancies are noted on the

outbound Equipment Interchange Report (refer to section 1, paragraph 1.3) prior to signing the same.

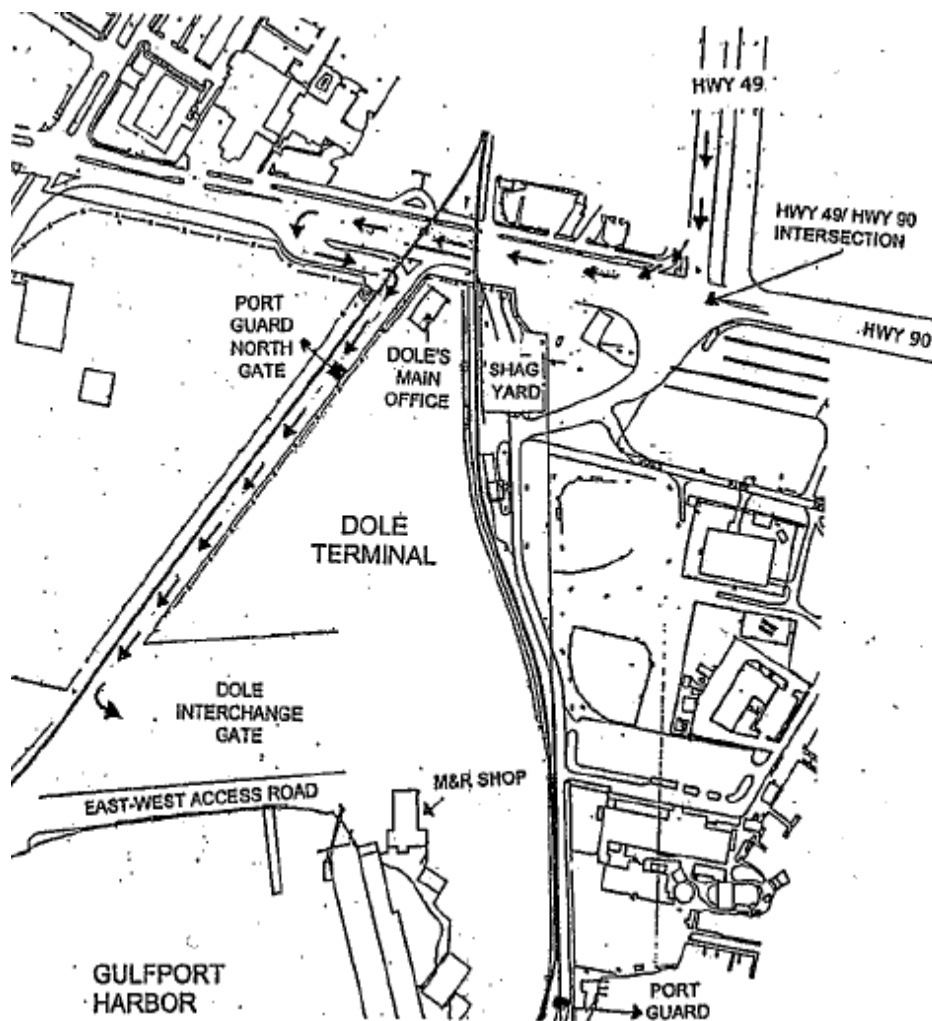
NOTE: Carriers picking up non-Dole cargo will follow the same procedures but will not be required to open the container rear doors at the gate area.

2.5 Gulfport, Mississippi Terminal Procedures

2.5.1 Directions

The Port of Gulfport and Dole's terminal facility in south Mississippi can be reached by taking Interstate I-10 east from New Orleans or west from Mobile to Mississippi Highway 49 at Gulfport. Take Highway 49 (25th Avenue) south through downtown Gulfport and turn right on Highway 90 then left just across the RR tracks and enter Port of Gulfport's North Gate. Dole's terminal entrance is located south of guard check in.

2.5.2 Exhibit – Reference Map and Yard Layout



2.5.3 Terminal Information

Mailing Address:

Dole Fresh Fruit Company, East Pier, PO Box 1689, Gulfport, MS 39501

Physical Address:

Dole Fresh Fruit Company, Mississippi State Port, East Pier, Gulfport, MS
39501

Gate Hours of Operation:

Week Days: 8:00 AM to 12:00 Noon 1:00 PM to 4:00 PM

Terminal Personnel and Phone Numbers:

Tommy Thompson..... Terminal Manager (228) 864-8282
John Pisciotano.....Stevedoring & Warehouse Mgr.(228) 867-2932
Raylene Scarborough.....Supt. Yard and Dispatch (228) 867-2939

Central Division Traffic Manager

Kelby Cuevas (228) 867-2934

Maintenance and Repair Department Personnel and Phone Numbers:

Buddy Beckham..... M&R Manager (228) 867-2964
Bruce McNeil..... Yard Supervisor (228)867-6409

**NOTE: Off-terminal breakdowns and accidents may be reported by
contacting the M&R Department 228-867-6409 or 228-867-2964**

Upon entering the main gate of the Gulfport terminal, drivers will encounter a **STOP** sign and traffic control point. An interchange clerk will acknowledge entry and direct the driver to move forward to the **Inspection Position** at two of the three main inbound lanes.

NOTE: It is the drivers responsibility to return the container uncontaminated, clean and free of dunnage and debris. The diesel generator fuel tank must be full of fuel. Returning units that have not been topped off and/or do not meet cleanliness standards may be refused entry to the terminal.

2.5.4 Inbound Containers

1. Carrier must enter the terminal through the main gate only.
2. Carrier will communicate with gate personnel by means of a phone at the North guard gate or by phone located in the driver's lounge next to the gate area.
3. Carrier must notify gate personnel as to whether their container is loaded or empty.
4. Carrier must have a "Booking Number" to turn in a loaded container.
5. All drivers delivering inbound cargo to the terminal must surrender all cargo documents to the gate clerk including: B/L numbers, dock receipts, weigh tickets, etc.
6. Lane three is a by-pass lane for bobtails.
7. Carrier must notify the Yard Superintendent or Traffic Manager of any problems with Equipment Interchange Reports (EIR) that they cannot resolve with gate personnel.
8. **Deadline for picking up cargo on normal working days is 3:00 PM.**
9. **Deadline for dropping of empties is 3:30 PM.**

10. Carriers picking up empties must have prior authorization from the cargo department or Dole management.

2.5.5 Outbound Containers

1. Carriers must have a bill of lading number for fruit or cargo pick-up.
2. Carriers must check their gate pass card for the correct B/L and container number.
3. Carriers must exit the terminal through the main gate only.

2.5.6 Container Drop Off and Pick-up Procedures

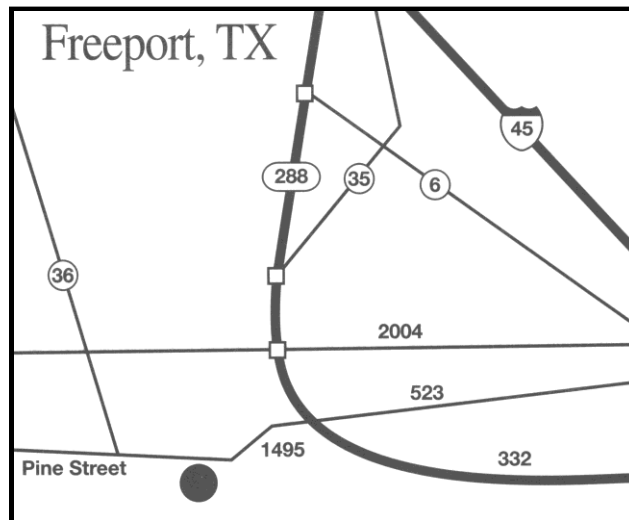
The following procedures have been established to expediently interchange inbound/outbound container equipment and cargo loads at the Gulfport terminal:

1. After providing a pick-up or bill of lading number to the Dole Dispatcher, the driver will be directed to pull forward under the interchange canopy. There a joint equipment inspection will be conducted by the gate clerk and the driver. An inbound EQUIPMENT INTERCHANGE REPORT (EIR) will be completed which will document any equipment discrepancies (refer to section 1, paragraph 1.3).
2. After EIR Inspection is complete, the driver will pull forward to the designated area of the lane and drop off the container.
3. The driver will park his or her tractor in a designated area and monitor channel #15 on their CB radio. The gate clerk will notify the driver by CB radio when his or her load is ready for pick up. The driver will then go to the gate clerk's office to receive a gate pass which will give the location of his or her designated load.
4. The driver will proceed to his or her designated load. The following safety procedures are to be adhered to when hooking up to a load:
 - a) When the road driver has arrived at the container location the driver should park perpendicular to the container with the driver's side closest to the container, set his parking brake and exit the truck prior to the unplug process commencing.
 - b) The driver will remain outside of the cab until the yard attendant has completed his procedures including: disconnecting the unit from shore power, stowing the power cord, connecting the power source to the reefer unit, starting the genset and checking the reading on the reefer unit. The yard attendant will then communicate to the driver that it is safe to return to the truck.
5. After receiving his or her load, the driver must proceed to the outbound interchange gate for check out procedures. At this time a joint equipment inspection will be performed by the gate clerk and the driver. The driver must ensure that all damage

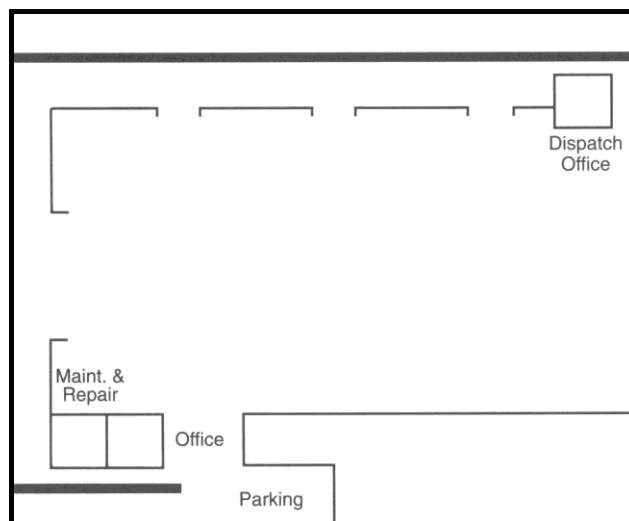
and equipment discrepancies are noted on the outbound EIR (refer to section 1, paragraph 1.3) prior to signing same.

2.6 Freeport, Texas Terminal Procedures

2.6.1 Exhibit – Reference Map



2.6.2 Exhibit – Yard Layout



2.6.3 Directions

The Port of Freeport, Texas can be reached by traveling south on SH 288 from Houston. At Route 2004 go west to SH 36. At SH 36, turn left and follow it until it dead ends at Pine Street. At Pine Street, turn left. The entrance to the Dole terminal is prominently marked on your right approximately ½ mile from the intersection of Route 36 and Pine Street.

The clerk will give you the number of the container assigned to you for pick up and will show you its location.

2.6.6 Inbound Containers

You must notify the gate clerk if your container is loaded or empty.

If you are dropping off a cargo load, you must have a “Booking Number”. All drivers delivering inbound cargo to the terminal must give all cargo documents to the dispatch office including: B/L number, dock receipts, weigh tickets, etc. All entering containers must be properly placarded if they have hazardous cargo. Improperly placarded units will not be accepted.

If you are dropping off a refrigerated load, you must be able to show that you had the reefer unit pre-tripped at an authorized service center.

You must also have a weight ticket showing that you have weighed your cargo load.

The carrier driver should take part in the inbound equipment inspection and carefully note items on the Equipment Interchange Report (EIR) before signing it.

2.6.7 Container Drop-Off and Pick-Up Procedures

The following procedures have been established to expeditiously and safely interchange inbound/outbound container equipment and cargo loads at the Freeport, Texas terminal.

1. All inbound and outbound units will be jointly inspected by the carrier representative (Driver) and the EIR clerk. The EIR will document any equipment discrepancies (refer to section 1, paragraph 1.3).
2. The clerk will direct you to the appropriate area to park your inbound unit depending on whether it is empty or loaded.
3. Drivers picking up loads will be given their equipment numbers and directed to the appropriate area in the terminal.
4. Drivers should proceed to the appropriate area and locate their container. When picking up a reefer container, DO NOT back under the unit at this time. For safety reasons, the tractor must be parked perpendicular to the container to be picked up with the driver's side closest to the container, and the driver must remain OUTSIDE of his or her cab while the yard attendant rolls up the power cord, starts the diesel generator set and energizes the reefer unit. The yard attendant will signal the driver when it is safe to back under the load.

5. When hooking up to the chassis, the driver should ensure the tractor fifth wheel and chassis upper coupler are at the correct height to properly engage the chassis king pin. After connecting to the chassis, the driver must attach air lines and lighting pig tail, visually check to ensure king pin is properly secured to the fifth wheel, and ensure that the lights are working and that the brakes release properly before pulling out of the parking slot.

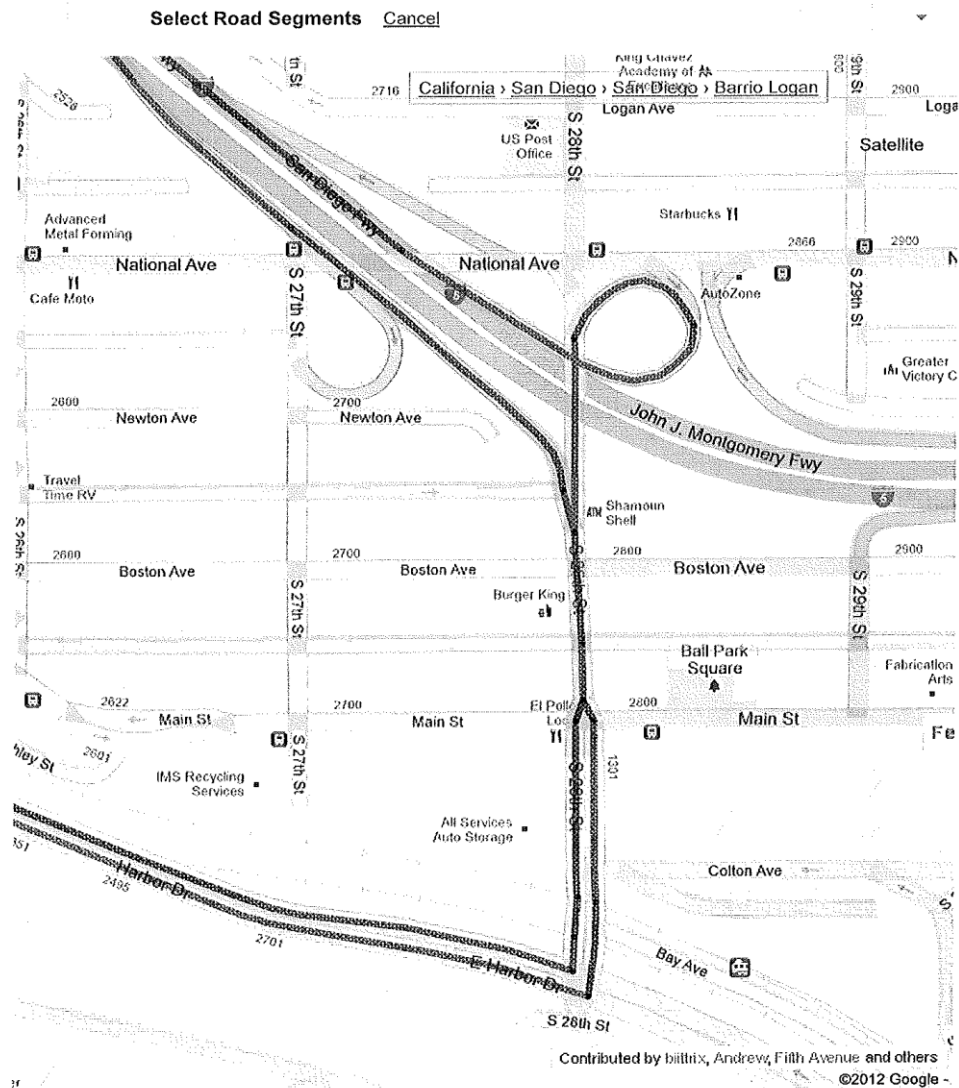
The driver may then proceed to the interchange canopy for the outbound joint equipment inspection. Once again the driver must take part in the equipment inspection and ensure any equipment damage or discrepancies are noted on the EIR prior to signing it.

2.7 San Diego, California Terminal Procedures

2.7.1 Exhibit – Reference Map

Google Map Maker

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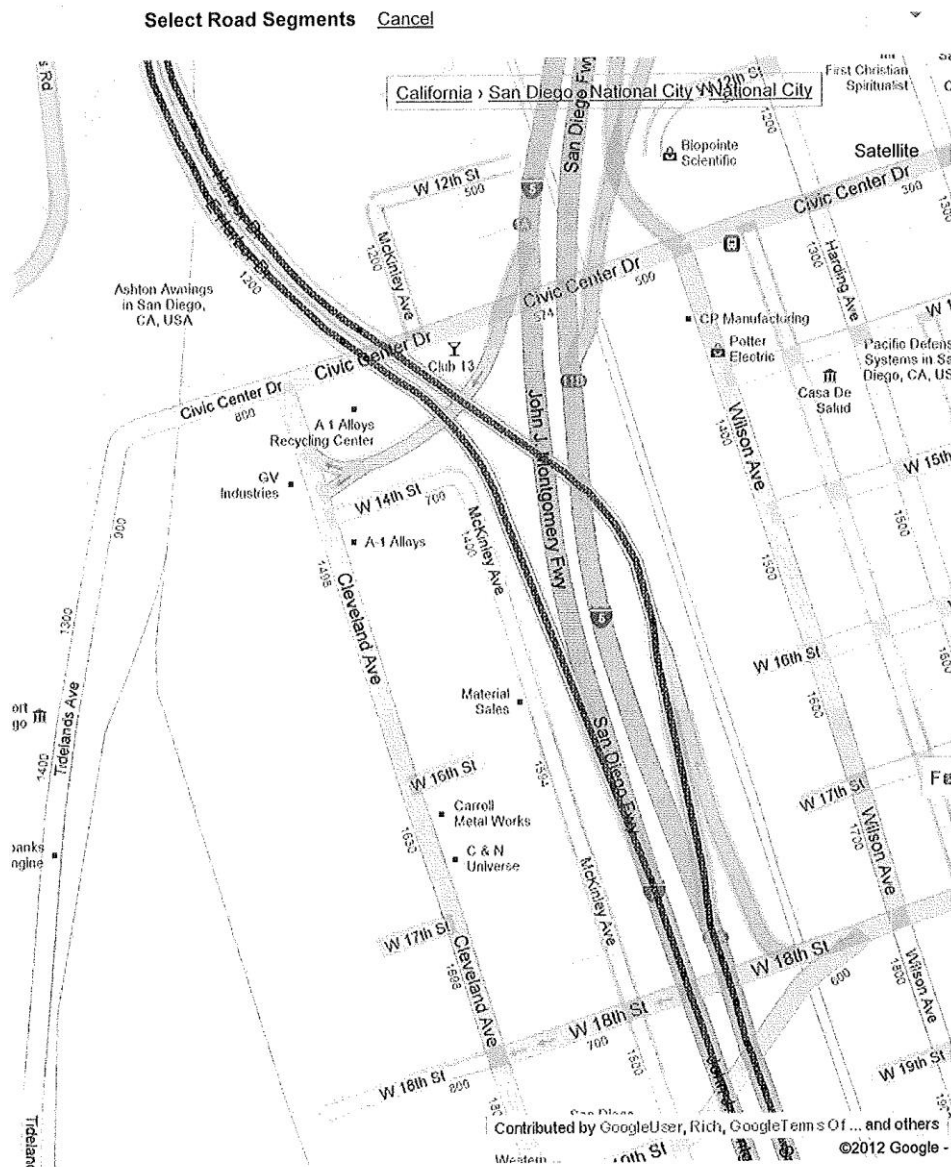


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Google Map Maker

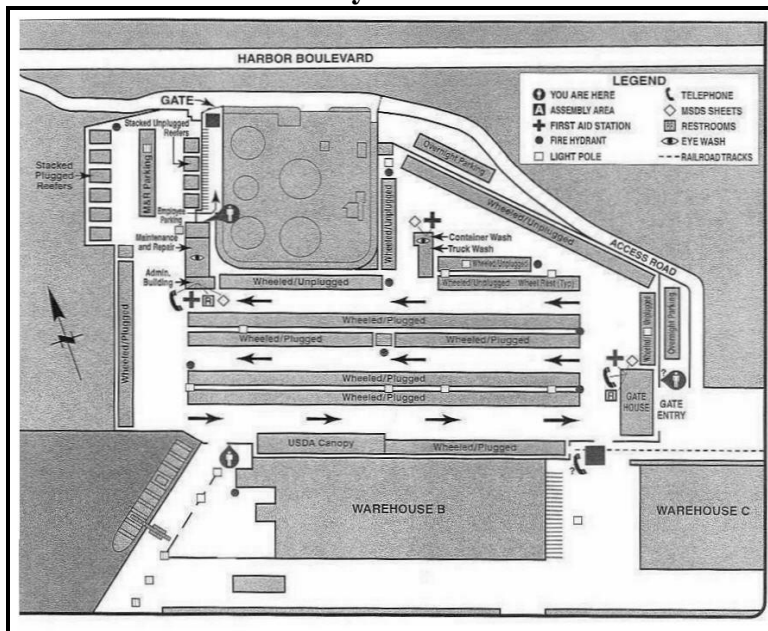
Page 1 of 2



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2.7.2 Exhibit – Yard Layout



2.7.3 Directions

The Port of San Diego 10th Avenue Marine Terminal can be reached from:

I-5 South by taking the 28th Street exit merge right onto 28th. Turn right onto Harbor Drive, go to Cesar Chavez Parkway and turn left, continue to the 10th Avenue Marine Terminal guard gate.

I-5 North by taking the 28th Street exit ramp. Take a left at stop light and a second left onto 28th Street. Turn right onto Harbor Drive, go to Cesar Chavez Parkway and turn left, continue to the 10th Avenue Marine Terminal guard gate.

2.7.4 Terminal Information

Mailing Address:

Port of San Diego, 10th Avenue Marine Terminal, 850 Water Street,
San Diego, CA 92101

Gate Hours of Operation:

Weekdays 8:00 AM to 11:45 AM and 1:00 PM to 3:45 PM

Terminal Phone Numbers:

Operations: (619) 615-1700

M&R: (619) 615-1720

Dole Personnel:

Barry Jung	General Manager
Michael Johnson	West Coast M&R Manager
Lenny Gale	Operations Manager
Miguel Maldonado	M&R Supervisor
Mike Mendenhall	M&R Supervisor
Dan Colotario	Operations Supervisor
Tom Olsen	Operations Supervisor
Debby White	Operations Supervisor
John Othart	West Coast Director of Transportation
(619-615-1718)	

2.7.5 Gate Entry

Upon arrival at the Port Security Gate, the driver must give the carriers name and state the nature of his or her business (return or pick-up of a Dole container). The driver will receive a card with instructions and a facility map, which will also serve as a Yard Pass.

NOTE: It is the driver's responsibility to return the container uncontaminated, clean and free of dunnage and debris. The diesel generator fuel tank must be full of fuel. Returning units that have not been topped off and/or do not meet cleanliness standards may be refused entry to the terminal.

After receiving this pass, proceed with caution to one of the three lanes at the far right of the main gate (lanes 1, 2, and 3). Lane 1 is strictly dedicated for the drivers bobtailing for pick-up.

Driver must shut off engine and provide the following information:

- a) Freight bill number for pick-up of fruit.
- b) Booking number and container number for pick-up of non-fruit cargo.
- c) Cargo booking number for export cargo, including all paper work and weigh ticket.
- d) Company name.
- e) Inbound reason (drop-off/pick-up).

The chief clerk will give further instructions about proceeding under the canopy. Once the driver is told to “proceed when lane is clear”, the driver should pull forward for the EIR inspection and MIR report. A Dole representative will conduct a thorough equipment inspection. The driver should exit the cab for safety reasons and join the Dole representative during this equipment inspection. He should verify all damage noted on the EIR by the inspector prior to signing same (refer to section 1, paragraph 1.3). The driver will receive a copy of the interchange report before proceeding into the yard. If the driver is bobtailing for a pick-up, there is no inspection required; however all other procedures remain the same.

NOTE: Signage at the interchange details driver responsibilities with respect to the equipment interchange inspection.

When leaving the gate area and transiting the terminal, **PROCEED WITH CAUTION.**

2.7.6 Procedures for Export Containers

1. Driver must inform the Chief Clerk if the container is loaded or empty.
2. If the driver is picking up an outbound container, the driver must have the freight bill number for a fruit load or a booking number and container number for a cargo pick-up.
3. Driver must turn in all documents on export cargo loads (Bill of Lading, Tally Sheet and Weigh Ticket).
4. Driver should notify the Chief Clerk of any problems they cannot resolve.
5. **Gate deadline for pick-up/drop-off is 3:30 PM.**
6. Carriers must have a booking number for an empty container pick up.
7. The diesel generator set fuel tank must be topped off with fuel prior to returning the unit to the terminal. If the tank is not topped off, the unit may not be accepted and the driver may be sent out to fuel the unit.

2.7.7 Procedures for Import Containers

1. After clearing the inspection gate and receiving an EIR, proceed with caution to the container location and stop in front and perpendicular to the container.
DO NOT BACK UNDER THE CONTAINER.
2. Double check freight bill number and container number.
3. The mechanic will disconnect the unit from shore power, stow the power cord, start the diesel genset and check the operation of the unit.
NOTE: THE DRIVER MUST BE OUT OF THE CAB WHILE THE YARD MAN IS PERFORMING THESE PROCEDURES.
4. The mechanic will signal the driver when it is safe to back under the load.
5. Once the container has been properly hooked up, proceed with caution to the outbound gate area.
6. Drivers must open doors upon request for temperature and fruit condition check (pulp & peel).

7. The Equipment Interchange Report will be processed at this time. Drivers are required to conduct a joint equipment inspection with the Dole representative and ensure all equipment damage and discrepancies are noted on the EIR.
8. Drivers will receive two copies of the EIR. Upon exiting the port facility, the driver will be required to present one copy of the EIR to the Port Security Gate.
9. Carriers picking up commercial (non-fruit) cargo will follow the same basic procedures, however with a booking number.
KEEP SEAL INTACT.

2.7.8 Yard Operations

1. Drivers unable to locate their assigned container must return to the gate and notify the Chief Clerk.
2. Report any problems with the load condition to the Chief Clerk who will make any final decision on the distribution of the load.
3. Carriers having mechanical problems with the equipment will be directed to an equipment repair building for equipment repair.

SECTION 3

DIESEL GENERATOR SETS

3.1 Dole Fleet Overview

Diesel generator sets used in the Dole fleet are provided by several different manufacturers including Carrier Transicold, Taylor Power Company and Thermo King. These under-mounted diesel-driven generators are similar in operation and design and provide a constant electrical power supply for the container's refrigeration unit. They are powered by a four-cylinder, in-line diesel engine which drives a 15 kw, A/C generator. The generator produces a constant 460 vac, 3 phase, 60 hertz electrical source. They are equipped with a 12 volt D/C battery charging alternator system which maintains battery amperage for engine start, glow plug operation, and other accessory operation.

System components are protected from damage caused by unsafe operating conditions through the use of automatic shut down safety devices. These shut down devices are automatically activated under the following conditions: low engine oil pressure, high engine coolant temperature and excessive current draw.

It is the driver's responsibility to ensure that the diesel generator set is operated correctly and that daily operator maintenance is properly performed. This section of the manual deals with diesel generator pre-trip procedures, operation instructions, daily maintenance and troubleshooting.

3.2 Pre-Trip Inspection Procedures

The following pre-trip procedures are common to all makes of diesel driven generator sets found in the Dole fleet. The below listed items are to be checked PRIOR to starting the unit.

- a) Check for leaks: determine the cause of any leak from the lubrication, fuel or cooling systems. Have repairs made as appropriate.
- b) Check engine oil
- c) Check engine coolant level at coolant expansion tank.
- d) Check diesel fuel supply.
- e) Check engine V-belt for wear and proper tension.
- f) Check for loose electrical connections.
- g) Check for any physical damage to the unit.

3.3 Starting the Diesel Generator Set

Instrumentation and controls vary slightly between the various generator models used by Dole, however starting procedures are essentially the same. The following steps are to be followed in starting the under-mounted diesel generator set:

WARNING
**UNDER NO CIRCUMSTANCES SHOULD EITHER OR ANY
OTHER UNAUTHORIZED STARTING AIDS BE USED
WHILE STARTING THE DIESEL GENERATOR SET
ENGINE.**

- a) Prior to starting the unit, ensure the REFRIGERATION UNIT circuit breaker and the START/STOP switch are in the OFF position. The off position for the START/STOP switch is marked “O” on most reefer units.
- b) Ensure the generator set circuit breaker, located on the generator set control panel is in the OFF position.
- c) Preheating and starting unit:

Above 32 Degrees F: Activate the generator’s pre-heat switch for 30 seconds, then push the ignition switch to the start position (UP). After the engine starts, release the ignition switch and continue to pre-heat the unit until the engine develops enough oil pressure to close the oil safety switch which will allow the engine to continue to run. Release the pre-heat switch which will automatically return to the off position.

Below 32 Degrees F: Activate the pre-heat switch for 60 seconds prior to starting the unit. If the engines fails to start after 10 seconds of cranking, wait 30 seconds prior to repeating the starting procedure.

WARNING
**DRIVERS AND CARRIER OPERATORS ARE ADVISED
THAT THEY ARE RESPONSIBLE FOR ANY DAMAGE OR
REPAIRS TO EQUIPMENT RESULTING FROM DIESEL
FUEL GELLING IN FREEZING WEATHER**

3.4 After Starting Inspection

After the diesel generator set has started, the following inspection procedures are to be followed:

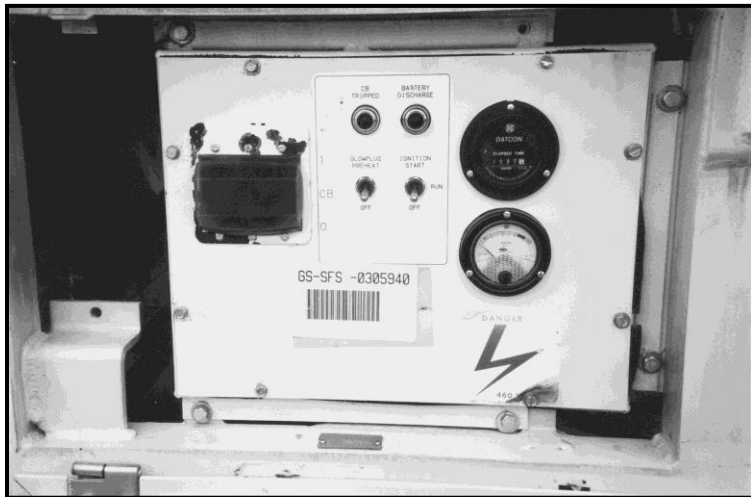
- a) Check A/C volt meter. Volt meter should read 460 volts +/- 5% with no load applied. The volt meter needle should be pointing to the high side of the green band.
- b) Listen for any abnormal engine or bearing noise (12 vdc alternator or main alternator bearings)

- c) Check D/C amp meter (charging amperage will vary however gauge should indicate a positive charge).
- d) Check engine oil pressure (40-60 lbs).
- e) Check fuel lines, lube oil lines and filters for leaks.
- f) Check radiator and hoses for leaks.

3.5 Diesel Set Variations

As earlier stated, the various manufacturers of diesel generator sets used in the Dole fleet are similar in design. Instrumentation and controls differ somewhat between units. The following illustrations and information highlight these differences:

3.5.1 Illustration of Carrier Transicold GU-15 Generator Control Panel



Not all Carrier Transicold models are equipped with a full set of gauges, however, as with all Dole generators, automatic shut-down will occur when unsafe conditions exist.

- a) Some models employ a circuit breaker trip light located above the circuit breaker. If the unit is running and the circuit breaker trips, this red light will illuminate to signal the operator of a malfunction with the generator.
- b) Some models use a battery discharge light. This red light will illuminate while the engine is running if a malfunction occurs in the battery charging system.
- c) The glow plug pre-heat switch, located below the circuit breaker to the left, will return to the OFF position when released.

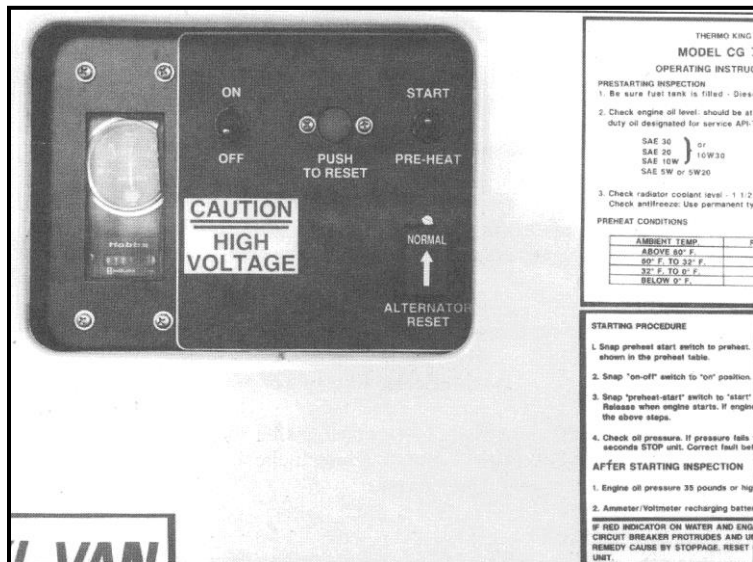
3.5.2 Illustration of the Taylor Generator I15RCD Control Panel

- The Taylor generator set control panel includes four gauges: engine oil, water temperature, hour meter and D/C amp meter.
- The glow plug switch is a push-button type switch located to the right of the start/stop control switch.
- The glow plug indicator is located in the right upper corner of the control panel and will produce a red glow when the glow plug switch is held in for more than 30 seconds.
- Taylor generator sets are equipped with a green voltage light indicator to show that the unit is producing correct A/C voltage. This light is located directly below the main circuit breaker.



3.5.3 Illustration of the Thermo King CG-II M-8 Generator Control Panel

- The Thermo King generator set control panel consists of an on/off switch, start/preheat switch, red safety switch (reset) and alternator reset push pad. Gauges on the control panel include a D/C ammeter and an engine hour meter. The engine coolant temperature gauge and oil pressure gauge are mounted on the right side of the engine adjacent to the oil fill and dipstick. There is no manual circuit breaker on this unit.
- To start the unit, push the start/preheat switch to PREHEAT and hold for 30-60 seconds depending on ambient temperature. The control ammeter should indicate approximately a 28-30 amp discharge.
- While holding the preheat switch in the PREHEAT position, switch the on/off switch to the ON position.
- Switch start/preheat position to crank the engine. Release when engine starts. DO NOT release the switch prematurely when the engine is extremely cold.



- e) If the engine fails to start, snap the on/off switch to the OFF position, press the reset switch and repeat steps (b) through (d).

3.5.4 Illustration of the Thermo King SGCM 2000

NOTE: Before starting the generator set, make sure the refrigeration unit power cord is connected to the generator set electric power receptacle.

- a) Turn unit On/Off switch to On.
- b) The delay screen counts down from 11 to 01 while the controller performs some self checks.
- c) The controller energizes the air heater for preheat. The preheat buzzer is energized during the preheat period. Preheat may continue until after engine starts.
- d) If the engine fails to start, place the unit switch in the Off position. Determine and correct the cause of the starting failure. Then repeat the starting procedure.



NOTE: NEVER USE STARTING FLUID. PLEASE REFER TO STARTING INSTRUCTIONS TO THE RIGHT OF CONTROL PANEL ON GENSET.

3.5.5 Illustration of the Thermo King SGCM 3000

NOTE: Before starting the generator set, make sure the refrigeration unit power cord is connected to the generator set electric power receptacle.

- a) Turn unit On/Off switch to On.
- b) The delay screen counts down from 11 to 01 while the controller performs some self checks.
- c) The controller energizes the air heater for preheat. The preheat buzzer is energized during the preheat period. Preheat may continue until after engine starts.
- d) If the engine fails to start, place the unit switch in the Off position. Determine and correct the cause of the starting failure. Then repeat the starting procedure.



NOTE: NEVER USE STARTING FLUID. PLEASE REFER TO STARTING INSTRUCTIONS TO THE RIGHT OF CONTROL PANEL ON GENSET.

3.6 Daily Maintenance and Operational Checks

Under-mounted diesel generator sets used in the Dole fleet are well maintained and reliable units which have an excellent record for providing dependable service to our carriers. As with all machinery, however, good over-the-road performance relies heavily on good operator maintenance. The following daily operational checks and service procedures are drivers responsibilities that must be followed closely.

- a) Check the operation of your unit every four hours to ensure that all systems are operating correctly including: A/C voltage output, engine temperature, oil pressure and D/C amperage.
- b) Daily, check all fluid levels including: oil, radiator coolant, and fuel level.
- c) Do not allow your unit to run out of fuel.
- d) Use only premium products when servicing your unit.
- e) When operating in northern areas of the country during below freezing conditions, treat diesel fuel with a DOT approved anti-gel additive.
- f) Do not shut your unit down for extended periods when transporting refrigerated loads.
- g) Do not use, or permit the use of ether or any other unauthorized starting agent when operating Dole equipment.
- h) In the event of a generator set equipment failure, take appropriate and immediate action to make repairs to your unit following the guidelines provided in section 5 of this manual.

3.7 Diesel Generator Set Troubleshooting

While most repairs to Dole diesel generator sets will be performed at an authorized service center, limited troubleshooting and repairs may be carried out by the operator in the event of a generator shut down. The following procedures may help in determining the cause and remedying the problem of the conditions listed below.

- a) Unit shut-down due to overheating:
 - 1. Check the overflow coolant bottle to ensure coolant level is at the proper level. Add coolant if required.
 - 2. Check to ensure engine V-belt is adjusted properly.
 - 3. Check to ensure radiator coil is free from foreign material.
- b) Unit shut-down due to low oil pressure:
 - 1. Check engine oil level. Use only a 15W40 premium brand engine oil.

2. Check oil pressure switch for loose connection.
- c) Unit shut-down due to lack of fuel:
1. Check fuel level in tank.
 2. Check for clogged fuel filter or defective fuel pump.
NOTE: The Carrier Model GU-15 units are equipped with two in-line electric fuel pumps.
- d) Unit will not start:
1. Battery insufficiently charged – charge battery.
 2. Battery terminal post or battery defective – clean terminals or replace battery.
 3. Fuel solenoid linkage stuck – free up and lubricate.
- e) D/C alternator not charging:
1. Check engine V-belt for proper tension.

3.8 Safety Summary

The following general safety items are offered in addition to specific safety warnings found in other sections of this manual:

- a) Before servicing unit, make sure the unit circuit breaker (CI) and the start/stop switch are in the OFF position. Also disconnect power plug and cable.
- b) Keep hands away from V-belts and belt driven components.
- c) Ensure circuit breaker (CBI) is in the OFF position before connecting male plug to reefer unit power receptacle.
- d) Make sure the power plug is clean and dry before connecting to any power receptacle.
- e) Observe proper polarity when installing battery, negative battery terminal must be grounded. Disconnect positive battery terminals when charging battery.

SECTION 4

REFRIGERATION EQUIPMENT

4.1 Dole Fleet Overview

Dole Fresh Fruit Company has an inventory of nearly eleven thousand refrigerated containers in its worldwide service. Refrigeration units for this equipment are manufactured by Carrier Transicold, Thermo King and Star Cool.

While numerous mechanical and electronic advances have been made over the years, operationally and functionally, these units remain essentially unchanged. This section of the manual provides important information about the various refrigeration models used in the

Dole fleet and outlines proper and safe operating instructions for their use. Becoming familiar with these operating procedures will save you time and money on the road.

Modern day refrigerated containers utilize an all electric, one piece, self contained reefer unit which provides for both cooling and heating. These units maintain desired temperature control through the use of a microprocessor type controller. While all controllers perform the same basic control functions, each model has its own configuration and control features.

The below listed specifications relative to Dole's refrigerated container fleet will assist you with reefer model identification and controller type. Operation instructions for each type of controller used in the Dole fleet are outlined in sub section 4.4.

4.2 Dole Refrigerated Container Specifications

Container Number Series	Manufacturer	Reefer Model	Controller Type
DFIU 210000-2100068	Carrier Transicold	69NT40-561	Micro-Link-3
DFIU 300000-320999	Carrier Transicold	69NT40-511	Micro-Link-2i
DFIU 321000-340000	Carrier Transicold	69NT40-531	Micro-Link-3
DFIU 422900-424399	Thermo King	Magnum 562	MP3000
DFIU 426000-426542	Thermo King	Magnum Plus	MP4000
DFIU 800000-800299	Star Cool	SCU-40-W	CIM-6

4.3 General Operating Instructions for Refrigerated Equipment

The following general guidelines are provided to assist the trucker in the safe and efficient operation of Carrier Transicold, Star Cool and Thermo King refrigeration equipment found in the Dole fleet. Successful delivery of Dole's refrigerated products as well as expedient transport and return of your backhaul load will be greatly improved through better knowledge and understanding of the refrigeration equipment in your custody. The items listed below are driver responsibilities and should be followed closely when transporting refrigerated loads.

4.3.1 Pre-Trip Inspection

Inspect the refrigeration unit for proper operation at the Dole terminal where your load is being received. Your pre-trip inspection should include:

- Ensure generator set is producing 460 volts.
 - Check refrigeration unit operation for any unusual vibration or noises.
 - Check to ensure the defrost interval is set properly. Banana loads require a twenty four hour defrost cycle whereas frozen loads require a six hour defrost cycle
- NOTE:** Manual setting of the defrost interval is applicable to Carrier units only.

- Check set point to ensure temperature setting is correct for the product you are transporting. Banana transport generally requires a constant supply air of 57 degrees during summer months and 58 degrees during colder periods of the year.
- Check return and supply air at the controller.
- Check for any loose wire connections and/or refrigerant leaks.
- Report any equipment problems to the M&R department. A technician will assist you if your unit requires any repairs or if you have any questions about the operation of your unit.

4.3.2 Monitoring Equipment Operation

During the transport of your refrigerated load, periodically check the operation of the reefer unit to ensure the product is being maintained at the proper temperature. If an equipment failure occurs, take action to effect repairs following the guidelines provided in section 5.

4.3.3 Proper Refrigerant

While the majority of refrigeration systems in the Dole fleet use R-134a for refrigerant, some units are designed to operate on R-404A. The type of refrigerant used in your particular unit will be clearly marked. In the event repairs are required to the refrigeration system of your unit or the unit is low on refrigerant, it is essential that the proper refrigerant be used.

4.3.4 Cold Weather Delivery

When delivering a banana load to a customer location where ambient temperatures are below freezing, keep the rear doors closed at all times except when unloading. Ensure the refrigeration unit is shut off during unloading to prevent cold ambient air from being pulled into the container and damaging the fruit load.

4.3.5 Backhaul of Frozen Loads

If you are backhauling a frozen load after having made customer delivery of a banana load, the reefer unit should be pre-tripped and the defrost interval changed from 24 hours to 6 hours prior to loading. If the defrost interval is not reduced to six hours intervals the evaporator coil will ice up and prevent the unit from cooling properly. **NOTE: On Thermo King units, the defrost interval is adjusted automatically as set point changes are made.** Unless otherwise directed, the fresh air make up vents located on the front of the unit should be in the closed position when transporting frozen loads.

4.4 Operating Instructions for Dole Temperature Controllers

As indicated earlier, Dole refrigeration units are manufactured by Carrier and Thermo King. This section explains proper operating procedures for the various models of refrigeration controllers used in these units. The container specification guide found in section 4.2 will help you determine which controller your particular container is equipped with.

4.4.1 Micro-Link-2, 3 Controller Operation – Carrier Transicold



Illustration 4.4.1
Micro-Link-2 controller
used in the Carrier model
69NT40-511 and 69NT40-
551

The Carrier Micro-Link-2, Micro-Link-2i and Micro-Link 3 controllers are similar in operation. It is a custom designed unit which provides control of supply and return air, electric heat control and defrost to ensure continuous conditioned air delivery to the load.

The Micro-Link-2 controller consists of a key pad display module and a controller module (refer to illustration 4.4.3). All control functions are accessed by the key pad selections and are viewed on the display module. The key pad is mounted on the right hand side of the control box and consists of eleven push pads. The display module consists of two display windows which, when used in conjunction with the key pad module, display a variety of temperature control and diagnostic information. The more commonly used functions are explained below.

Located directly above the two display windows on the face of the display module are seven indicators including two high intensity lights for return and supply air display. The seven mode indicator lights include:

- **Cool** – White Lamp: Energized when the compressor is running.
- **Heat** – Orange LED: Energized when the heaters are on and the unit is in the heat or defrost mode.
- **Defrost** – Orange LED: Energized when the heaters are on and the unit is in the defrost mode.
- **In-Range** – Green LED: Energized when the controlling temperature probe is in range.
- **Alarm** – Red LED: Energized when there is an active or inactive shutdown alarm (AL20 to AL27) in the alarm queue.

- **Supply** – Yellow LED: Energized when the supply temperature and set point are displayed.
- **Return** – Yellow LED: Energized when return temperature and set point are displayed.

Procedures for commonly performed control functions using the key pad module are as follows:

- **Changing Set Point:** Press the ARROW UP or ARROW Down key to obtain desired set point. Press ENTER key within five seconds. Set point will be displayed in the left window of the display module. Controlling temperatures will be displayed in the right window.
- **Displaying Supply/Return Temperatures:** Press supply/return key to show non-controlling sensor.
- **Change Defrost Interval:** Press defrost interval key and then enter key. Arrow up or down to obtain desired defrost interval. Defrost may be set at intervals of 3, 6, 9, 12 and 24 hours. After desired interval is obtained, press ENTER key within five seconds.
- **Defrosting the Unit:** The unit is defrosted by pushing the MD (Manual Defrost) switch to the UP position. This switch is located just below the key pad to the left of the ON/OFF switch.
- **Controller Alarms:** The controller alarm system for the Micro-Link-2 and Micro-Link-2i are very similar to that of the Micro-Link-1 controller explained in section 4.4.5 above.

When an alarm occurs: The red alarm will illuminate for the “20 series alarm codes” only. If a detectable problem is found to exist, its alarm code will be alternately displayed with the set point on the left display. The user should scroll through the alarm list to determine what alarms exist or have existed. Alarms must be diagnosed and corrected before the alarm list can be cleared.

To display alarm codes: The alarm list stores up to 16 alarms in the sequence in which they occurred. The user may scroll through the list by depressing the UP arrow key. Depressing the DOWN arrow key allows the user to scroll back through the list.

The left display will show: “AL#” where # is the alarm number sequentially in the queue.

The right display will show: “AAXX” for an active alarm where XX is the alarm code. “IAXX” for an inactive alarm where XX is the alarm code.

NOTE: Alarm code descriptions are posted on the front of the reefer unit.

“END” is displayed to indicate the end of the alarm list if any alarms are active.
“CLEAR” is displayed if all alarms are inactive.

To clear the alarm list: If all above conditions have been satisfied, e.g. no alarms are active other than AL51, the alarm queue may be cleared.

4.4.2 Thermo King Magnum MP3000

The unit control box has a two position toggle switch on bottom left hand side to turn power ON or OFF to the unit.

- ON POSITION. Unit will operate on Cool or Heat depending on the controller set point temperature and the container air temperature.
- OFF POSITION. The unit will not operate.

SEQUENCE OF OPERATION. UNIT START-UP.

- A 60 second sequence start of the controller occurs during initial start-up of the controller. If cooling (or heating) is required, the unit operates in the cool (or heat) mode.
- When the unit ON/OFF switch is turned On, the LED display turns on then off.
- The set point appears briefly in the LED display.

Note: When the set point appears in the LED display , both the Return and Supply LED's are lit.



4.4.3 Thermo King Magnum Plus MP4000

The display has an ON and OFF key. This key is the triangle below the Thermo King round key.

UNIT START-UP.

Connect unit to 460 Volt shore power or genset. Turn circuit breaker on at post to apply power to unit.

- Display will show Johnson Controls
- Test memory passed
- Start Application
- Display will go blank with just status bar
- Display Thermo King Logo Please Wait. Loading.....
- Screen will go blank

Press and Hold ON/OFF Key for 2 seconds.

- Display shows RA,SA,SP
- PM 4000 Setup
- Power Module Init
- Power Module Phase test-Shows heater icon
- Power module Ready
- Stop Plant



Unit starts and shows CHILLED COOLING and shows mode of operation.

NOTE: Random time delays during the initial unit start-up minimize peak current draw.

4.4.3 Starcool SCI-40 and SCU-40

START-UP PROCEDURE.

The start-up procedure ensures that the system is started safely after the following events:

- Unit has been out of use
- Main Failures
- Defrosting
- PTI test
- Service Mode
- Alarm mode

The start-up procedures has 5 modes :

1. **Initialize:** Self check controller.
2. **Stabilize:** The evaporator fan operates at high speed to ensure that the temperature sensors are at current temperature.
3. **Crank Case Heating:** If Temp. is lower than 2C(36F) heat is applied until Temp. is above 12C(54F).
4. **Ramp Up.**
5. **Terminate:** Switching to normal temperature and valve regulation.



SECTION 5

ACCIDENT AND EMERGENCY REPAIR PROCEDURES

5.1 Accidents

In the event of an accident involving Dole equipment, regardless of how severe, Dole Fresh Fruit Company must be notified immediately. This notification is to include the M&R Department of the terminal from which the unit was dispatched as well as the Regional Traffic Manager.

If major damage to a Dole unit has occurred, the Maintenance and Repair Manager of the terminal from which the unit was dispatched will provide instructions to the carrier as to the repair and return of the equipment. No accident damage repairs to the unit are authorized without this approval.

In most cases damaged equipment will be returned to the Dole terminal from which it was dispatched for repair. Settlement of all damage claims for Dole equipment will be coordinated by the M&R Manager.

5.2 On Road Repair Procedures

5.2.1 During Normal Working Hours

In the event of an equipment failure, contact the Dole Maintenance and Repair Department of the terminal from which the unit was dispatched for assistance. You will be issued a reference number which authorizes repairs to your unit after providing the following information:

- a) Name of carrier
- b) Driver's name
- c) Container, chassis and genset number
- d) Name of service center
- e) Description of equipment problem
- f) Services to be performed
- g) Charges

Phone numbers for Dole M&R facilities are listed below.

North East – Wilmington, Delaware
(302) 652-6354

South East – Port Everglades, Florida
(954) 522-3573

South Central – Gulfport, Mississippi
(228) 867-6409
(228) 867-2964

South West – Freeport, Texas
(979) 233-6030

West – San Diego, California
(619) 615-1720

5.2.2 After Working Hours

In the event an equipment failure occurs after working hours or on the weekend, you may have necessary repairs performed at one of the authorized service centers without first obtaining a reference number. If repairs are performed after working hours or on a weekend, information outlined in paragraph 5.2.1 must be provided to the M&R Department on the next working day. A reference number will be provided at that time.

NOTE: Major component replacement or any repair exceeding \$500.00 must first be authorized by the M&R Department of the Dole terminal from which the equipment was dispatched. Contact your dispatcher regarding this authorization after normal business hours.

5.3 Reimbursement for Repair Costs

The carrier is responsible for payment of all repairs made to Dole equipment in his or her custody. Reimbursement is made to the carrier after receipt and approval of the carrier's invoice accompanied with the original invoice from the repair facility that performed the repair services. Invoices must be received within 45 days after the repair is completed or payment will be denied.

NOTE: In the event Dole determines that an improper repair has been made, the carrier will not be reimbursed for such repair and will be responsible for the full cost of correcting it. Labor and material charges for repairs to Dole equipment shall not exceed current market prices or prevailing labor rates in the area in which the repairs were made. All component parts replaced during repairs to Dole equipment must be returned to the Dole M&R Department by the carrier.

5.4 Service Centers

Carrier and Thermo King provide a network of service centers located along the major routes over which you will be traveling to assist with necessary repairs. The service centers can be located on the internet at:

Carrier: <http://www.container.carrier.com>
Thermoking: <http://www.na.thermoking.com>

Or call:

Carrier: 1-315-432-7688
Thermoking: 1-800-499-8620

SECTION 6

DOLE TIRE POLICIES AND PROCEDURES

6.1 Tire Maintenance and Repair

The carrier is responsible for maintenance and upkeep of tires. He or she will, at his or her own expense, repair all flats, maintain proper air pressure and make all necessary repairs to maintain the tires in serviceable condition.

NOTE: Flat spotting of tires resulting from brakes not fully releasing will be billed to the carrier.

6.2 Tire Replacement

The majority of Doles chassis fleets are outfitted with low profile, 275/80R 22.5 steel belted radial tires. The Yokohama RY- 587 is Dole's standard replacement tire. This is now Dole's tire of choice and must be used as a replacement tire whenever possible. A small portion of our chassis fleet (bare chassis for cargo transport only) is equipped with 1000X20 tube type radial tires or 1000X20 bias-ply tires. Replacements for these tires must be first quality, load range "F", 12 ply with a tread depth of 16/32. Dole is converting these units to low profile tires as rapidly as possible. While Dole recaps their virgin casing. **ONLY NEW TIRES** will be accepted as replacements for tires that fail on the road. Bias ply, recaps, or used tires are not authorized replacements.

If the carrier wishes to be reimbursed for replacing tires, then the replaced tires must be returned to the Maintenance and Repair Department of the Dole terminal from which your equipment was dispatched unless they cannot be returned practically or safely to the Dole terminal in which case the carrier must present documentary evidence, including photographs and/or videos, to demonstrate the nature, extent and cause of the damage to the tires and why they

could not be returned safely. An M&R representative will inspect the tire or other evidence prior to reimbursement to the carrier. If it is determined that the tire failure was due to having been run flat or damaged through abuse or negligence, the carrier will be responsible for the tire replacement cost.

6.3 Terminal Procedures for Tire Purchases

Procedures to be followed by our carriers for the purchase of replacement tires are outlined below for each Dole terminal:

6.3.1 Wilmington, Delaware

Tire replacement procedures for the Wilmington terminal are as follows:

Drivers are responsible for replacing failed tires with a comparable new trailer tire (low profile 275/80 R 22.5 or 11XR22.5 as appropriate). Dole's tire of choice is the Yokohama RY-587, available at most major tire service centers and all TCI tire stores. Dole's second choice is the Michelin XT-1 new tire. Drivers are encouraged to contact TCI vendors for assistance with tire repair or replacement whenever possible.

When notifying the Wilmington M&R Department of a tire replacement, the driver must provide the following information:

- Carrier
- Drivers name
- Container chassis and genset numbers
- Location of failure: (city and state)
- Service center performing tire service
- Repairs performed: (tire replacement information)
- Cost of tire services

The driver will then be provided with a **Road Call Reference Number** for the carrier's records.

Upon returning to the Wilmington terminal, the driver must contact an **M&R** supervisor for inspection of the returned tire for failure analysis. The driver will then be given a receipt for the failed tire.

The following documents and information must accompany all Carrier invoices directed to Dole Fresh Fruit Company for tire service payment.

- Road call reference number issued for tire services.
- A copy of the vendors invoice for tire services.
- A copy of the parts receipt issued to the driver.
- Unit numbers for container, chassis and genset for each repair.

6.3.2 Port Everglades, Florida

Dole Fresh Fruit Company has selected Yokohama as its preferred manufacturer for its chassis tires with Tire Centers Incorporated (TCI) being its preferred vendor. Carriers are welcome to work with TCI and Yokohama in establishing national accounts.

Tire replacement procedures for the Port Everglades terminal are as follows:

When a Dole chassis is in need of a tire replacement, the carrier driver must purchase a new tire comparable to the one being replaced. Dole's preferred tire choice is the Yokohama RY-587. As an alternate choice the Michelin XT-1 is acceptable. The carrier driver must notify the Port Everglades Operations Manager (954-522-3573) of the tire replacement during the next business day after the tire service has been performed. The driver must provide the following information:

- Name of carrier
- Drivers name
- Date of repair
- Service center that performed the tire service
- Container, Chassis and Genset numbers
- Description of tire repairs and wheel position
- Total charges for tire service
- Vendor invoice number

When the unit is returned to the terminal, the driver must notify the gate clerk that the unit has been repaired on the road. The driver will be instructed to bring the tire to the M&R shop for inspection where he will receive a receipt for the failed tire.

6.3.3 Gulfport, Mississippi

Tire replacement procedures for the Gulfport terminal are as follows:

Drivers are responsible for replacing failed tires with a comparable new trailer tire (low profile 275/80 R 22.5 or 11XR22.5 as appropriate). Dole's tire of choice is the Yokohama RY-587, available at most major tire service centers .However if a Yokohama is not available any of the following name brand trailer tires can be used.

Goodyear	General
Continental	B F Goodrich
Kelly	Bridgestone
Michelin	Firestone

When notifying the Gulfport M&R Department of a tire replacement, the driver must provide the following information:

- Carrier

Drivers name
Container chassis and genset numbers
Location of failure: (city and state)
Service center performing tire service
Repairs performed: (tire replacement information)
Cost of tire services

The driver will then be provided with a **Road Call Reference Number** for the carrier's records.

Upon returning to the Gulfport terminal, the driver must contact an **M&R** supervisor for inspection of the returned tire for failure analysis.

The following documents and information must accompany all Carrier invoices directed to Dole Fresh Fruit Company for tire service payment.

- Road call reference number issued for tire services.
- A copy of the vendors invoice for tire services.
- A copy of the parts receipt issued to the driver.
- Unit numbers for container, chassis and genset for each repair.

6.3.4 Freeport, Texas

Tire replacement procedures for the Freeport terminal are as follows:

Drivers are responsible for replacing failed tires with a comparable new trailer tire (low profile 275/80 R 22.5 or 11XR22.5 as appropriate). Dole's tire of choice is the Yokohama RY-587, available at most major tire service centers .However if a Yokohama is not available any of the following name brand trailer tires can be used.

Goodyear	General
Continental	B F Goodrich
Kelly	Bridgestone
Michelin	Firestone

When notifying the Freeport M&R Department of a tire replacement, the driver must provide the following information:

Carrier
Drivers name
Container chassis and genset numbers
Location of failure: (city and state)
Service center performing tire service
Repairs performed: (tire replacement information)
Cost of tire services

The driver will then be provided with a **Road Call Reference Number** for the carrier's records.

Upon returning to the Freeport terminal, the driver must contact an **M&R** supervisor for inspection of the returned tire for failure analysis.

The following documents and information must accompany all Carrier invoices directed to Dole Fresh Fruit Company for tire service payment.

- Road call reference number issued for tire services.
- A copy of the vendors invoice for tire services.
- A copy of the parts receipt issued to the driver.
- Unit numbers for container, chassis and genset for each repair.

6.3.5 San Diego, California

In the event of a tire failure, the following procedures are to be followed:

- a) Drivers are required to obtain a **Dole Reference Number** as soon as tire services are complete by calling the San Diego Terminal M&R Department at (619) 615-1720. In the event the tire failure occurs after hours, weekends, or holidays, the reference number may be obtained on the following workday. The following information must be provided when requesting this number:

1. Name of carrier.
2. Drivers name.
3. Date of repair.
4. Service center that performed the tire service.
5. Container, chassis and generator set numbers.
6. Description of tire repairs and wheel position.
7. Total charges for tire service.

- b) Drivers are required to return all damaged tires to the Dole terminal of origin. If a returned tire has been run flat or damaged by road hazard, abuse or negligence, payment for the tire will be denied. Below is a list of top quality tires that we recommend. In the event that one of these tires is not available please make sure that the tire being used as a replacement is of high quality.

- | | |
|---------------|--------------------|
| 1.Michelin | 275/80R22.5 XT-1 |
| 2.Yokohama | 295/75R22.5 RY587 |
| 3.Yokohama | 295/75R22.5 RY112A |
| 4.Bridgestone | 295/75R22.5 R194 |
| 5.Continental | 295/75R22.5 HTL |

7.1.1 Documents and Forms

Forms and agreement included in Appendix are:

- A. Container Interchange Agreement and Exhibits A, B & C
B. Accident Report form

Notes:

[illegible]

Appendix A

DOLE FOOD COMPANY, INC.

CONTAINER INTERCHANGE AGREEMENT

This Agreement (herein, as it may be amended or supplemented from time to time, called the “Agreement”), made this _____ day of _____, _____, by and between Dole Food Company, Inc. on its own behalf and on behalf of Dole Fresh Fruit Company (DFF) and its and their parent, subsidiary or affiliated companies (hereinafter referred to as “DOLE”), One Dole Drive, Westlake Village, CA 91362-7300, and the undersigned Carrier.

RECITALS

DOLE may from time to time provide certain equipment to Carrier for the purpose of transporting DOLE proprietary cargo and third party cargo (hereinafter “cargo”) to customers of DOLE or its affiliates. The equipment will consist of either 20 foot or 40 foot refrigerated or dry containers on a tandem-axle chassis and all parts, accessories and appurtenances thereto, including without limitation generator sets (each a “Unit” or, collectively, the “Units”). DOLE and Carrier wish to set forth their respective rights and obligations as to any Units that are made available to Carrier, and hereby agree as follows:

1. Delivery, Return and Inspection.

(a) For all purposes of this Agreement, delivery of a Unit from DOLE to Carrier shall occur when an Equipment Interchange Report (promulgated by DOLE and as amended from time to time, an “EIR”) has been generated and accepted by both parties. The EIR shall be generated by DFF or DFF’s affiliate via a hand-held scanner. A hard copy receipt of the EIR (containing all the information set forth in the EIR) shall be provided to Carrier (the “EIR Receipt”). Carrier shall be deemed to have accepted the accuracy of the information recorded in the EIR upon acceptance of the EIR Receipt and removal of the Unit from DOLE’S premises. Carrier further agrees to sign a log prior to removal of the Unit from DOLE’s premises. Return of such Unit from Carrier to DOLE shall occur when an EIR for return of the Unit has been generated and accepted by both parties; provided, however, that if the Unit is deposited at DOLE’s premises and a representative of Carrier is not present for its return inspection, return shall, at DOLE’s option, be deemed to occur when an EIR for return of the Unit has been generated by DOLE alone.

(b) Prior to delivery of a Unit by DOLE to Carrier and, prior to its return by Carrier to DOLE, the parties shall jointly inspect the Unit, and such joint inspection shall be performed in accordance with the provisions of the EIR. In the case of refrigerated loads, inspection shall include inspection of the load, the temperature setting and current temperature reading, and generator set fuel, oil and coolant levels. If a Unit is returned without a joint inspection, and the EIR has not been generated on redelivery, it will be presumed, with respect to any damage to the Unit, that such damage occurred prior to its return. Carrier shall receive a hard copy of the EIR Receipt.

(c) For the purpose of determining whether Carrier bears the responsibility under this Agreement to remedy any damage, defect or condition existing in a Unit after its return, the parties shall be bound by the information contained in the EIR. The individual receiving or returning

the Unit from or to DOLE (including the tractor driver) shall, under all circumstances, be deemed Carrier's authorized representative to execute the EIR on Carrier's behalf. Except as provided in the foregoing Section 1(b), in the absence of a contrary description contained in the EIR, a Unit shall be deemed to be received by Carrier in good order and in full compliance with all applicable U.S. Department of Transportation Federal Motor Carrier Safety Administration ("FMCSA") regulations at the time of interchange. The terms of this Agreement shall be deemed incorporated in each EIR as if fully set forth therein.

(d) Carrier shall return each Unit at no cost to DOLE to the place from which the Unit was originally delivered to Carrier by DOLE, except as the parties may otherwise agree in advance in writing.

(e) Each EIR shall specify the name of the owner of the tractor, a certification that the equipment is being operated by or on behalf of Carrier, the date and duration of Carrier's possession, any restrictions relative to the cargo to be transported, and the address for notice purposes at which this Agreement is kept by the Carrier, and that the EIR Receipt be kept with the Unit while in the possession of the Carrier.

(f) Carrier shall strictly follow all safety procedures contained in the current Dole Driver's Reference Manual, applicable to any Dole terminal or communicated by DOLE while on DOLE premises. Carrier shall be solely responsible to convey all safety procedures and to provide the Dole Driver's Reference Manual and any related materials to agents, servants, employees and its drivers.

2. Payment; Letter of Credit. Carrier agrees to pay DOLE the charges set forth in Schedules 1 and 2 attached hereto and made a part of this Agreement. All charges incurred under this Agreement are due and payable by Carrier ten (10) days following date of invoice. If Carrier fails to object to any charge within ten (10) days of the date of invoice, Carrier shall be bound thereby. Such charges shall continue to accrue until the return of the Unit, whether or not the failure to return is due to circumstances beyond Carrier's control. Without limiting DOLE's remedies, DOLE may at its option satisfy any amounts thus due and payable by setoff against any amounts (whether related or unrelated) owing by it or any of its agents or affiliates to Carrier. If any invoice for charges is not paid when due and remains unpaid for ten (10) days, Carrier shall pay DOLE a late charge equal to five percent (5%) of the amount delinquent, but in no event greater than the amount permitted under applicable law. Such late charge is in addition to and not in lieu of other rights and remedies DOLE may have. DOLE may at its option require Carrier to furnish DOLE with a letter of credit in the form and for the amount set forth in Addendum 1 to this Agreement, issued by a bank satisfactory to Dole.

3. Use.

(a) Carrier shall use the Units for the purposes stated in the recitals hereof, and for the carriage of cargo in direct, expeditious movement between DOLE port locations and customer destinations and back again. No cargo other than product of DOLE or its affiliates shall be carried in a Unit until all DOLE or affiliated party's cargo contained therein has been delivered to the DOLE customer. Carrier is also prohibited from utilizing any Unit marked with the DOLE logo to transport any cargo competitive with any DOLE labeled product and from reloading a Unit at any port area without DOLE's prior written consent.

(b) Carrier shall not utilize any refrigerated Unit to transport chemicals or any commodities or products which are or may be noxious, injurious, damaging or dangerous in any

manner to such Unit or to DOLE product carried therein, and Carrier shall conform in all respects to the requirements of the Sanitary Food Transportation Act of 2005, regulations promulgated thereunder and any applicable State food safety laws. Carrier shall strictly observe, and cause its agents and representatives to strictly observe, (i) the “GUIDELINES ON COMMODITIES PROHIBITED FROM TRANSPORT IN DOLE CONTAINERS” attached hereto as Exhibit A and made a part hereof (the “Guidelines on Commodities”) and (ii) the “GUIDELINES FOR CLEANING OF INTERIOR SURFACES OF DOLE REFRIGERATED CONTAINERS” attached hereto as Exhibit B and made a part hereof (the “Guidelines for Cleaning”). In addition, if Carrier transports any organic produce intended for use by DOLE customers or customers of affiliates of DOLE in the Unit, Carrier agrees to strictly observe the instructions set forth in Exhibit C attached hereto and made a part hereof (the “GUIDELINES FOR TRANSFER OF ORGANIC PRODUCE FROM CONTAINER TO CONTAINER”) before transferring any of its organic load from the Unit to another container. If Carrier fails to return a refrigerated Unit in a commercially acceptable condition or in a condition otherwise not in conformance with the Guidelines on Commodities or the Guidelines for Cleaning, DOLE shall, at Carrier’s expense, fumigate, steam or otherwise return the Unit to a commercially acceptable condition.

(c) Carrier shall be responsible for the maintenance of proper temperatures of all refrigerated cargo.

(d) Carrier shall strictly observe all instructions and recommendations in regard to operation and maintenance of the Unit which are contained in manuals or other documents provided to Carrier at the time of delivery, displayed upon the Unit, or subsequently given. Carrier shall not do or permit to be done any act which will invalidate any insurance applicable to Units or cause the premium thereof to be increased.

4. Condition of Units. DOLE shall deliver the Units, including all parts, accessories and appurtenances thereto, in good operating order and condition, equipped with valid state of registry vehicle license plates, FMCSA inspection certificates, if required, mud flaps, working directional lights, stop lights, reflectors, and any other items necessary to comply with FMCSA regulations applicable to the Units.

5. Tires and Tubes.

(a) DOLE shall deliver Units fitted with tires which, for purposes of this Section 5, shall include any combination of tubeless radial tires, radial tires with tubes, or bias ply tires. At the time of delivery Carrier shall be responsible for inspecting the tires.

(b) Carrier shall be responsible for the maintenance and upkeep of tires, and Carrier, at its own cost and expense, shall repair all flats, maintain proper inflation, and make all necessary repairs to maintain tires in serviceable condition.

(c) In the event a tire must be replaced because of total tire failure or loss, Carrier shall replace the tire with a new tire which meets DOLE’s specifications. All tires must be new; no used or recap tires will be accepted. Carrier shall make every effort to replace the tire through DOLE’s designated supplier at established fleet rates. If no DOLE designated supplier is accessible, Carrier is responsible for locating an acceptable replacement tire which meets DOLE’s specifications from another supplier at the lowest available competitive price. Carrier shall return all

replaced tires to DOLE for inspection prior to reimbursement for the replacement cost. To the extent tire loss is due to being run flat or other abuse, negligence or wrongful conduct of Carrier, Carrier shall bear the cost of replacement.

6. Possession, Service, Upkeep, Repair, and Replacement.

(a) Possession. Carrier shall have complete control, possession, management and operation of Units from delivery until return and shall be responsible for the Units at all times under all applicable provisions of law. Carrier shall keep each Unit free of all liens, encumbrances, and other security interests of any kind. Carrier shall not permit the Unit to be in the possession of any third party other than DOLE's customers except with prior written approval of DOLE; irrespective of any transfer to a freight carrier other than Carrier, Carrier shall remain responsible to DOLE for any and all liability to third parties, for damage to the Unit, for all use charges which may accrue and for the performance of this Agreement by itself and by all other persons having possession of the Unit until its proper return to DOLE. Neither Carrier, its agent or employees, nor any other person shall, for any purpose, be deemed an agent or employee of DOLE. All Units shall remain subject to inspection by DOLE and its affiliates upon reasonable notice. Carrier shall identify the Units as required by ICC regulations. DOLE shall be responsible for attaching and removing any required identification devices.

(b) Service. After interchange to Carrier, Carrier shall be responsible for maintaining the Units in compliance with FMCSA Regulations. Carrier shall service the Units at reasonable intervals, maintain the Units in good working order, condition and appearance, furnish all necessary or appropriate oil, fuel, anti-gel additive and coolant (including increases in the antifreeze rating if advisable). Carrier shall return the Units with fuel and oil tanks filled to the same level as when delivered to Carrier; in the event Carrier returns Units with unacceptable fuel and oil levels, DOLE shall service the Unit and make such adjustments to invoices as appropriate. Carrier shall keep in good and clean condition the color, identification marks, and owner service mark on each piece of equipment comprising a Unit, together with any DOLE logos affixed thereto, and shall not cause or permit the same to be deleted, altered or supplemented in any way. All maintenance and repair work effected by Carrier under this Section 6(b) shall be carried out by suitable skilled labor, under competent supervision, and by the use of such components, parts or materials as are determined and instructed by DOLE or, if no such instructions are received by Carrier, by the use of components, parts and materials of a type and standard equivalent to the originals. DOLE reserves the right, in its reasonable judgment, to require that certain repairs be conducted by DOLE or its affiliates, either in the U.S. or abroad, and Carrier agrees to pay the reasonable charges for such repairs.

(c) Repairs and Replacements. (i) Upon becoming aware of any damage to or loss of any Unit or any parts, accessories or appurtenances thereto, Carrier shall immediately notify DOLE and take all reasonable actions to effect repairs and replace such damage or loss. The cost of repairs or replacements not caused by Carrier's negligence or wrongful conduct, as established to DOLE's reasonable satisfaction, shall be reimbursed by DOLE promptly after delivery of the applicable invoices and evidence of Carrier's payment, provided Carrier gave notification as provided herein and the repairs or replacements were procured in accordance with DOLE's instructions; otherwise, such cost shall be borne fully by Carrier. If repairs or replacements are estimated to exceed \$500.00, consent of DOLE must be obtained before Carrier may proceed with such repairs or replacements. All replaced parts must be returned to DOLE along with the repaired Unit.

(ii) Unless otherwise provided, material used in making repairs shall be charged at current market prices, which shall be the invoice price plus commercial freight. However,

when repairs are made in commercial shops or outside repair facilities, the actual amount invoiced for such material and labor must be used. When Carrier makes the repairs, labor shall be charged on the basis of actual time consumed in making the repairs, but shall not exceed the labor rates then prevailing in the area.

(iii) In the event that DOLE determines that improper repairs have been made, Carrier will not be reimbursed for those repairs and is responsible for the full cost of correcting them. DOLE shall furnish Carrier a list of improper repairs and a breakdown of the required corrective repairs. Carrier acknowledges that time is of the essence with respect to DOLE's ability to place Units back in operation and agrees that DOLE may proceed in its reasonable discretion to authorize and procure such repairs at Carrier's sole cost and expense.

(iv) Any seizure, attachment or other process, or any theft or other absence (whether or not explained) which renders a Unit or any part, accessory or appurtenance thereto unavailable to Carrier or DOLE for five (5) days or more shall be deemed a loss thereof.

(d) Changes, Alteration and Improvements. Carrier shall not, without DOLE's prior written consent, make or permit any changes, alterations or improvements in or to any Unit, except the repairs and replacements described in Section 6(c) above, or remove from any Unit any parts, attachments or other equipment. Carrier shall be liable and shall reimburse DOLE for the cost of removing such alteration or improvement, or for any loss or damage which DOLE may suffer or sustain as a result thereof.

(e) Condition of Unit Upon Redelivery. Carrier shall return each Unit to DOLE at the termination of this Agreement, or at the end of the period allotted for use of a particular Unit pursuant to Schedule 1, in the same good working order and condition as on delivery, uncontaminated and cleaned in conformance with the Guidelines on Commodities and the Guidelines for Cleaning described in Section 3(b) above, cleared of all dunnage and debris, and in good repair and appearance, reasonable wear and tear alone excepted. Carrier shall be responsible and shall reimburse DOLE for repairs, losses or cleaning if a Unit is returned with damage or loss, or in an unclean condition.

(f) Loss Value. In the event that the cost of any repair or replacement exceeds the "Loss Value" (as hereinafter defined) of a Unit or its equipment, neither party shall be obligated to perform such repair or replacement; provided, however, that in the case of repairs and replacements for which Carrier is otherwise responsible under this Agreement, Carrier shall promptly pay DOLE such amounts, together with use charges under Schedule 1 to the date of such payment. For purposes of this Agreement, the Loss Value of any Unit shall be its replacement cost plus the cost of special equipment or accessories (but in no event less than the replacement cost or the stipulated value set forth in the applicable equipment lease between DOLE and the owner of the Unit), determined as of the date of notification to DOLE that the Unit has been lost, stolen or totally destroyed. Carrier shall notify DOLE in writing within five (5) days after the occurrence of a loss, theft or destruction specifying the cause, nature and extent of the loss. Unless otherwise directed by DOLE, Carrier is responsible for returning the Unit at its cost whether or not the Unit was destroyed.

(g) Use Charges in Event of Total Loss. In the event that Carrier is responsible for the total loss of a Unit, Carrier and/or its insurer shall also pay use charges calculated at \$50.00 per day from the date of the loss through and including the date of payment of the Loss Value, without credit for the time necessary to determine if the Loss Value is payable and what the Loss Value should be.

(h) Other Damages Claims. Nothing in this Section 6 shall in any way limit or affect Carrier's obligations, arising under Section 7(b) or otherwise, as to any claims of third parties, or claims of DOLE other than those for damage to the specific Unit, arising out of the possession, use, operation, maintenance or return of the Units.

7. Fees and Expenses; Indemnity and Insurance.

(a) Except as otherwise provided herein, Carrier shall pay all costs and expenses incident to Carrier's arrival at the terminal for the pick-up of a Unit and incident to the operation of the Unit from delivery until return thereof by Carrier, including, but not limited to, all taxes, licenses, fees, fines (including parking tickets and fines for toll or traffic violations), duties or charges applicable to the Unit, the towing or power unit it used to tow the Unit, and the driver or drivers of such towing or power unit as well as any other personnel expenses applicable to the Carrier's pick-up and/or use of the Units and related equipment. Each Unit shall be deemed to be received by Carrier in full compliance with all applicable FMCSA regulations at the time of interchange; Carrier shall be responsible for any fines assessed for noncompliance while the Unit is in Carrier's possession.

(b) Subject only to the specific exceptions set out in this Agreement for repairs or the replacements to be paid by DOLE, Carrier shall defend, indemnify and hold harmless DOLE and any of its parent, subsidiary or affiliated companies, from and against any and all claims, demands, actions, proceedings, expenses (including interest, penalties and attorneys' fees and costs incurred in defense of a claim or suit, or incurred because of the wrongful failure to defend against a claim or suit, or enforcing Section 7 of this Agreement), damages and liability of any nature whatsoever, including loss or damage to Units or any part, accessory or appurtenance thereto, bodily injuries, death, loss, damage and expense to persons or property, in any manner arising out of, connected with, relating to or resulting from the pick-up, possession, use, operation, maintenance or return of the Units by Carrier or any other person from arrival at the terminal to pick-up a Unit until departure from the terminal after delivery, including, without limitation, any claims, demands, actions, suits, proceedings, costs, expenses (including interest, penalties and attorneys' fees), damages and liability for the loss of, damage to, or delay in shipping any goods being transported or stored in such Units, whether suffered by DOLE or by other parties. **The indemnification provided herein shall apply regardless of whether such loss or damage to the Units or any part, accessory, or appurtenance thereto, bodily injuries, death, loss, damage, or expense to persons or property arose from DOLE's (or DOLE'S affiliate companies') negligence (whether active or passive), act, omission, or fault and regardless of whether or not the Carrier acted negligently or willfully.** In the event of any damage or injury to the person or property of any person (including, without limitation DOLE, Carrier, or their respective agents or employees) by reason of such possession, use, operation, maintenance or return, Carrier shall promptly, and in no event more than forty-eight (48) hours thereafter, notify DOLE as to the time, place and circumstances thereof. The provisions of this section shall not affect the liability of Carrier for freight loss or damage claims with respect to any cargo transported or stored in such Units.

(c) At all times during the term of this Agreement, Carrier shall maintain insurance specified below, underwritten by Best's A, VI rated insurance company; all insurance policies shall name Dole Food Company, Inc., Dole Fresh Fruit Company, and its and their parent, subsidiary or affiliated companies (collectively, the "Dole Companies") as additional insured, and the policies shall provide for DOLE to be given a thirty (30) day advance notice of cancellation of any insurance coverage set forth in this Section 7(c) of the Agreement or any Addendum hereto, unless such cancellation is due to non-payment of the premium in which case a minimum of ten (10) days

advance notice of cancellation is required. In addition to the specified insurance, Carrier agrees to provide any higher amounts of insurance that may be required by law or regulation. In the event the Carrier has insurance with higher limits than the minimum amounts set forth below, the Dole Companies, as additional assureds on the policies, shall have the benefit of the full amount of the policy limits. Insurance certificates that evidence all of the requirements contained in this Section 7(c) and endorsements to the policies confirming that the Dole Companies are included as additional insureds on the policies with respect to this Container Interchange Agreement shall be furnished to DOLE upon the execution of this Agreement and the renewal or change of any of the insurance policies. If Carrier's services during the term of this Agreement will include any use of multiple Units in a single transit (such that a single occurrence would expose more than one Unit to damage or loss), then additional insurance coverage shall be required by DOLE as set forth in Addendum 2 to this Agreement, which is hereby incorporated. Unless excess amounts of insurance coverage are required by DOLE as set forth in Addendum 2, the minimum insurance coverage shall be constituted as follows:

- (i) Commercial General Liability Insurance with a minimum combined single limit of TWO MILLION DOLLARS (\$2,000,000.00 USD) each occurrence. The policies shall include coverage for bodily injury, death, property damage, premises/operations, products/completed operations, contractual, independent contractor, broad form property damages, and personal injury. Such policy or policies shall include cross liability (severability of interests).
- (ii) Commercial Automobile Liability insurance with a combined single limit for bodily injury, death, and property damage of not less than TWO MILLION DOLLARS (\$2,000,000.00 USD) each occurrence with respect to all vehicles owned, non-owned, hired, or assigned to the Carrier.
- (iii) Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Carrier's employees, and Employers' Liability insurance with a minimum limit of *TWO MILLION DOLLARS* (\$2,000,000).
- (iv) All Risks Physical Damage insurance on replacement cost basis for damage or loss of the Units or any part thereof, including collision, to a limit of not less than *SIXTY THOUSAND DOLLARS* (\$60,000) per Unit and with DOLE named as loss payee.
- (v) All Risks Physical Damage insurance on invoice price basis for damage or loss to cargo to a limit of not less than ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) and with DOLE named as loss payee.
- (vi) Carrier and its insurers waive any and all of their rights to defense, indemnity, and equitable or contractual contribution or subrogation from DOLE or its insurers.
- (vii) Carrier and its insurers agree that insurance required by this Agreement and obtained by Carrier shall alone be primary, and that Carrier and its Insurers shall have no rights to share in or otherwise obtain contribution from other insurance maintained by DOLE; and
- (viii) Carrier shall take all actions reasonably necessary to obtain an endorsement in its insurance policy to the effect of the waivers and agreements in clauses (vi) and (vii) of this Section 7 and shall provide as a copy of such endorsement to DOLE.

(d) In the event of an occurrence of loss, damage, or injury, Carrier will immediately notify DOLE as well as Carrier's insurers. Carrier will prosecute and file all claims arising under its insurance policies described above within thirty (30) days of such occurrence.

(e) No party or any of its agents is the agent, servant, or employee or joint venturer of the other party.

8. No Load/Unload Requirements. DOLE does not request or require that Carrier load or unload any shipment carried under this Agreement, or that Carrier make such arrangements on DOLE's behalf. Any undertaking by Carrier to load, or to unload, for a receiver shall be a contract between Carrier and receiver. Carrier hereby agrees to hold DOLE harmless, and to defend and indemnify DOLE from and against any and all claims, liability, costs, and damage based on any such agreements.

9. Regulatory Authorities. Carrier represents and warrants that it has complied with the requirements of all relevant local, state and federal regulatory authorities applicable to it, and that it will comply with all such requirements now or hereafter in existence. To the extent that any provision of this Agreement is inconsistent with any applicable regulation, the terms of the regulation shall govern.

10. Warranty.

(a) DOLE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS, OR MERCHANTABILITY OF THE UNITS FOR ANY PURPOSE OR USE WHATSOEVER, AND CARRIER, BY VIRTUE OF ACCEPTING DELIVERY OF EACH UNIT, ACCEPTS EACH SUCH UNIT AT ITS OWN RISK, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CARRIER'S SOLE REMEDY FOR ANY DEFECT OF ANY UNIT SHALL BE THE RETURN OF SUCH UNIT TO DOLE.

(b) CARRIER RECOGNIZES AND AFFIRMS ITS RESPONSIBILITIES UNDER ANY APPLICABLE STATE AND FEDERAL MOTOR CARRIER SAFETY REGULATIONS.

11. Term; Termination. The term of this Agreement shall be for the period of one (1) year, commencing on the date first above written, and shall continue after such one year period until terminated by either party hereto upon not less than thirty (30) days written notice unless otherwise mutually agreed. DOLE may terminate this Agreement at any time without prior notice or demand for any of the following reasons:

- (i) any invoice of DOLE remains unpaid forty-five (45) days or more after the date thereof;
- (ii) Carrier defaults on any other obligation hereunder;
- (iii) DOLE determines in its sole discretion that Carrier is not creditworthy, by reason of continuing delinquency or for any other reason; or
- (iv) termination of any lease under which DOLE or an affiliate of DOLE leases equipment included in the Units.

Upon any termination hereof, all outstanding obligations of Carrier to DOLE shall become immediately due and payable, notwithstanding anything set forth herein. Carrier's obligations to DOLE hereunder as to Units heretofore delivered to Carrier shall not be affected in any way by any expiration or termination hereof.

12. Arbitration. The parties agree that they will submit any dispute arising out of this Agreement to final and binding arbitration at Los Angeles, California, under the presently existing Rules of Commercial Arbitration of the American Arbitration Association. The arbitration award may be entered as a judgment in any court of competent jurisdiction and shall not be subject to appeal. All disputes shall be submitted to arbitration upon service by one party upon the other of a written demand for arbitration setting forth the nature of such disputes and the relief sought. All arbitration proceedings shall be consolidated. The parties shall each diligently, promptly and independently determine the availability and willingness of potential arbitrators and obtain disclosures of affiliation or circumstances for disqualification. The parties shall then meet and confer to select a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within sixty (60) days after service of the first written demand for arbitration, then either party may petition the appropriate court for appointment of an arbitrator. Each party shall bear its own costs, including its own attorneys' fees. The arbitrator's fees and costs shall be allocated by the arbitrator in accordance with the above referenced Rules of Commercial Arbitration. The relief sought and which may be awarded by the arbitrator shall not include damages in the nature of a punitive award. The terms of this Section 12 shall survive the termination of this Agreement.

13. Entire Agreement. This Agreement and attachments made a part hereof and the EIR's in the form described herein, executed by representatives of the parties hereto, constitute the entire agreement between the parties, and no provisions or conditions not specifically contained therein shall be binding upon the parties.

14. Amendment; Waiver. This Agreement supersedes all previous agreements related to the subject matter hereof. This Agreement may be amended, and any provision hereof or any default hereunder waived, only by written consent of the parties hereto. Failure of DOLE to insist upon the punctual performance of any provision of this Agreement or to exercise any right or remedy available to DOLE pursuant to this Agreement shall not constitute a waiver of any right or remedy or of any subsequent right or remedy.

15. Remedies. The remedies provided herein are in addition to all other remedies available at law or in equity.

16. Binding Effect. This Agreement shall be binding upon the successors and permitted assigns of the parties hereto.

17. Assignment. No rights hereunder may be assigned by Carrier without the prior written consent of DOLE, which DOLE may withhold in its discretion.

18. No Commitment. This Agreement is not intended to bind DOLE to make any Units available to Carrier or to bind Carrier to accept any such Units; but this Agreement is intended to define the terms on which any Unit which may be made available and accepted shall be used and held.

19. Interest. Except as set forth in Section 2 and in Section 6(g), all amounts not paid when due hereunder shall bear interest until payment at eighteen percent (18%) per year or the maximum rate, if any, permitted by applicable law, whichever is lower. For purposes of the preceding sentence, obligations to DOLE shall be considered to become due (except as set forth in Section 2) on the 30th day after the occurrence of the event, or after the circumstances occur out of which such obligations arise, notwithstanding that the amount thereof may then be unliquidated.

20. Attorneys' Fees. If DOLE brings an action or proceeding to enforce the terms hereof or to declare its rights hereunder and is the prevailing party in such action or proceeding, DOLE shall be entitled to its reasonable attorneys' fees and costs.

21. Governing Law. This Agreement shall be construed and enforced under the laws of the State of California.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the date hereinabove written.

DOLE FOOD COMPANY, INC.

By: _____

Name: _____

Title: _____

Date: _____

CARRIER: _____

By: _____

Name: _____

Title: _____

Date: _____

GUIDANCE ON COMMODITIES PROHIBITED FROM TRANSPORT IN DOLE FOOD COMPANY CONTAINERS

EXHIBIT A

The purpose of this guidance document is to describe materials that are prohibited from being transported in shipping containers that are used to carry Dole food product. The Dole Food Company guarantees the safety and high quality of its produce. As part of that guarantee, Dole ensures that no material which has the potential to harm or otherwise damage Dole food product will be hauled in a container (refrigerated or dry) that might be used to transport Dole food product. Every Dole employee and contract carrier is responsible for understanding and following the protocols outlined below.

Our primary objective is to assure that Dole food products are clean and safe when they reach the customer. To accomplish this objective, we protect Dole transportation equipment and containers that are used to transport Dole product against exposure to any materials, substances or conditions that our customers and consumers would deem to be incompatible with their use in shipping fruit and vegetables.

To accomplish these purposes, we prohibit the transport, in any containers that are used to carry our food products, of "Hazardous Materials" as that term is defined by the applicable regulations of the U.S. Department of Transportation at 49 C.F.R. § 171.8, unless it can be clearly demonstrated that those materials are in a form, formulation or composition which presents no risk of contamination to the containers and no risk of potential adverse impacts on fruits or vegetables that might be transported in such containers. The list of prohibited materials includes, but is not limited to, pesticides, certain chemicals, explosives, certain gases, flammable liquids, certain metallic compounds and any other commodity that could result in damage to the container or to any food product to be shipped in such container. See specifically the list of Hazardous Materials provided at 49 C.F.R. § 172.101.

The following items are examples of materials that are specifically prohibited from transport:

- Pesticides and fertilizers in any formulation, except as described below. The term "pesticides" is used generally to refer to any product used to fight pests or plant diseases, including but not limited to: insecticides, fungicides, herbicides, rodenticides, nematocides, or any other such product that displays terms such as "Danger", "Poison", "Caution", or "Warning" on the label. The following fertilizers must **not** be shipped in refrigerated containers: sea bird guano, chicken manure, steer manure, blood meal and potentially corrosive fertilizers.

Corrosive fertilizers can be identified by a label indicating a corrosion warning. All other non-corrosive fertilizers may be shipped in refrigerated containers.

- Other highly reactive chemicals such as sodium, phosphorus, potassium nitrate, etc.
- Lead acid batteries (except as permitted under "automobiles" below) or other such products that could potentially leave metal or chemical residues damaging to the container or to Dole food product.
- Prohibited metals or metallic compounds which are known to be highly toxic or which are in a form that could leave hazardous residues, dust or could otherwise contaminate the containers.

The following items are **specifically allowed** to be shipped in Dole containers, provided that proper care has been taken to ensure that they are sufficiently packaged and carefully handled so as not to present a threat of potential damage to the container or any products subsequently shipped in the container:

- Automobiles - prior to loading (in either refrigerated or dry containers), automobiles MUST have their battery cables removed, and gasoline drained. Fuel tanks must be securely closed. Wet electric storage batteries that are not "non-spillable" batteries may not be transported. No automobile battery may be transported in a Dole container unless it is shipped as a secure component of an automobile. Oil need not be drained from the cars; however, after shipment the containers should be checked for grease or oil stains, and if such stains are found, the condition should be flagged for removal during the company's cleaning procedure.
- Machinery or machinery parts - these materials (which include pipe and steel wire) may be transported if they are properly packaged so as to prevent any movement that could result in breakage or the release of hazardous dust or residues.
- Manufactured goods - non-hazardous medical supplies, plastic, paper or wood products, computers, household goods, office supplies, etc. may be transported; again, care must be taken to ensure against breakage or the

release of hazardous dust or residues or other materials that may be difficult to remove in the course of the normal container cleaning process.

Special care must also be taken with the pallets. Before loading Dole food product, pallets should be clean and odor-free. Pallets that are not clean or that have a noticeable odor should be discarded, as they could potentially damage the container or the product being shipped.

The ultimate purpose of this guidance is to prevent potential contamination OR the appearance of contamination of Dole food product. If you have any doubt about the propriety of shipping any particular cargo, please confirm conformity with this guidance before shipping the item. Any questions concerning this guidance and/or any questions concerning a particular cargo should be directed to Dole's Traffic Manager or Dole's Vice President of Operations.

EXHIBIT B TO DOLE FOOD COMPANY, INC. CONTAINER INTERCHANGE AGREEMENT

GUIDELINES FOR CLEANING OF INTERIOR SURFACES OF DOLE REFRIGERATED CONTAINERS

The purpose of the following guidelines (the “Guidelines”) is to describe a cleaning protocol for the interior surfaces of refrigerated shipping containers that are used to transport Dole food products. The primary objective is to ensure the safety and cleanliness of these products when they reach the customer. This requires that the containers that ship Dole product be clean and sanitary. Although this guidance specifically addresses cleaning procedures for refrigerated shipping containers (reefers), all shipping containers should be clean prior to being used for the transport of food products.

The following guidance should be followed to effectively remove dirt, grease, food product stains, and other residual materials that may come in contact with interior surfaces of shipping containers during the transportation cycle:

- Cleaning of interior surfaces should be performed in a designated location that is not used for other purposes (maintenance of vehicles, oil changes, handling or storage of hazardous substances). The designated location should be hard-surfaced with proper drainage controls and appropriate wastewater disposal.
- The front of the container should be elevated to provide sufficient slope for rapid drainage of rinse water from the container after the cleaning process. In addition, all floor drains should be checked and cleaned. The objective is to minimize the amount of water that must evaporate from the container after the cleaning process is completed.
- Any packing materials, stickers, labels, wood, straps, adhesive tape, pieces of metal, etc. should be removed from the container before commencing the washing process.
- High pressure, low volume spray equipment with a capacity to achieve 1500 - 2500 psi of pressure should be used throughout the cleaning process. Clean water at ambient temperature from a reliable source is necessary.
- An initial high-pressure rinse should be performed on all interior surfaces, including walls, ceiling, T-bar floors, doors, baffle plates, and evaporator coil.
- The washing step should be accomplished using cleaning/sanitizing compounds that are guaranteed by the manufacturer to comply with all sanitation directives of the U.S. Department of Agriculture for use on surfaces that may come in contact with food products. The manufacturer should provide a letter of guarantee containing the following information: product designation, statement of safety and

efficacy, statement of compliance with USDA requirements, limits of use, and application directions. Cleaning/sanitizing compounds generally can be any combination of soaps, detergents, wetting agents, emulsifiers, solubilizers, and antimicrobial agents. Cleaning/sanitizing compounds should not contain any fragrances, strong acids or alkaline solutions, heavy metals, or other substances that may be toxic or impart a residual odor.

- Application of cleaning/sanitizing compounds should be performed using a brush, spray nozzle, or mop specifically capable of making contact with all surfaces inside the shipping container. Particular attention should be given to cleaning the under-surfaces of T-bar floors, where stains and dirt tend to persist.
- After allowing for proper contact time with the cleaning/sanitizing compound (as recommended by the manufacturer), all interior surfaces should be rinsed with a high-pressure spray system.
- A supervisor should then determine if any additional cleaning is necessary. If the container has residual odors, a special cleaning protocol utilizing chlorine bleach or another USDA compliant compound should be used. Spot stain removal can be accomplished using special cleaning compounds containing acid or alkaline solutions and/or abrasive materials. However, this special cleaning compound must also be guaranteed by its manufacturer to comply with USDA sanitation directives when used as directed.
- The container number, date and location of cleaning, name of person performing the cleaning and supervisor's name should be recorded and kept in a central file.
- All workers performing and supervising the cleaning process should be properly trained and provided with appropriate personal protective devices and clothing, as recommended by manufacturers of the equipment and chemicals used in the process. Appropriate stairs with handrails to facilitate worker access to containers should be provided to reduce the potential for slips and falls.

If you have any doubt about the cleanliness of a shipping container prior to use for transport of Dole food products, take all steps necessary to properly clean it or return it to a Dole Terminal for additional cleaning. Carrier is responsible for ensuring that all containers returned to Dole have been cleaned in accordance with these Guidelines. Any questions concerning these Guidelines and/or any questions concerning a particular shipping container should be directed to an authorized Dole representative.

Initial acceptance _____ Date _____

"EXHIBIT C"

GUIDELINES FOR TRANSFER OF ORGANIC PRODUCE FROM CONTAINER TO CONTAINER

NORTH AMERICAN DIVISION

IMPORTANT

The following questions should be answered in the negative before any transfer of organic produce from one container to another by Carrier. If any of the questions are answered “yes,” corrective action must be taken before transfer in order to ensure (1) that no organic produce physically touches or is otherwise commingled with non-organic produce; and (2) organic produce is transferred only to non-fumigated containers.

	YES	NO
Container at reception from farm		
▪ Visible residue on boxes/container walls?	_____	_____
▪ Strange (chemical) odor?	_____	_____
Boxes during transfer from one container to another		
▪ Box opened?	_____	_____
▪ Liner removed?	_____	_____
▪ Organic produce removed from box?	_____	_____
▪ Fumigation of boxes with organic product during storage or transfer?	_____	_____
▪ Fumigation of storage area before or during storage or transfer?	_____	_____
▪ Boxes with other (non-organic) product placed on top of organic boxes?	_____	_____
Container from yard to North America		
▪ Has container/fruit been fumigated?	_____	_____
▪ Will container/fruit be fumigated before transport?	_____	_____

IF ANY OF THE QUESTIONS HAS BEEN ANSWERED WITH “YES,” CORRECTIVE ACTION MUST BE TAKEN BY CARRIER TO ENSURE THE INTEGRITY OF THE ORGANIC PRODUCE BEFORE TRANSFERRING THE ORGANIC PRODUCE FROM THE UNIT TO ANOTHER CONTAINER.

Appendix B

Accident Report form

EQUIPMENT ACCIDENT/STOLEN REPORT

No.



Fresh Fruit Company

Revised Feb 2010

To: Monica Sánchez - DFFI, San Jose, Costa Rica

Date: _____

cc: Karina Rodríguez - DFFI, San Jose, Costa Rica

Robert McKenry - Wilmington, DE, USA (US and Europe accidents only)

From: _____

Local USA M&R Manager & Supervisors

Instructions: Complete items 1-14 as soon as possible & fax or email to above personnel.

When this form is complete (items 1-17) resend to above personnel.

EQUIPMENT INFORMATION

1. Date of Loss:		2. Location of Accident:	City	State or Country
3. Container Number:	Prefix	No.	Owner*	
4. Chassis Number:	Prefix	No.	Owner*	
5. Generator Set Number:	Prefix	No.	Owner*	

Note: In **OWNER** indicate if equipment is **OWNED** or **LEASED**

6. Detailed Description of Accident:

7. Cause of Accident:

Banana / Diversified	<input type="checkbox"/>	Discharged from Vessel	<input type="checkbox"/>
Commercial Cargo	<input type="checkbox"/>	Banana / Diversified	<input type="checkbox"/>
		Other	<input type="checkbox"/>

8. Responsible of Equipment when accidented

Mark with an **X** the activity / bussiness unit that held the unit when accidented

CARRIER INFORMATION

9. Name of Carrier:	Company	_____
	Address	_____
	Contact	_____
	Phone	_____
10. Carrier Driver:	Name	_____
11. Carrier Insurance Company Name:	_____	
	Contact	_____
	Claim #	_____
12. Address and Phone Number:	Address	_____
	Phone	_____
13. Disposition of cargo:	_____	
14. Present Location of Equipment:	Company	_____
	Address	_____
	City	_____
	State or Country	_____

COST ESTIMATE

15. Estimated Cost of Repair:	Container	\$0.00	Status	R	T*
	Chassis	\$0.00	Status	R	T*
	Generator	\$0.00	Status	R	T*

Indicate the equipment status. **R** for Repairable - **T** for TotaledIndique la condicion del equipo. **R** para Reparable - **T** por Perdida Total

* Note: If totaled, the unit must be returned by the trucker / responsible party to the terminal within 15 days from the day this report is submitted. . If unit is not returned to a Dole Terminal or where requested, the Depreciated Value will be charged to the Responsible Party (Carrier, Trucker) stated on this report.